

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM 2282

## CONTRACTOR INFORMATION

Name: ShredPartners

Address: 11250 Old St. Augustine Road Jacksonville, Florida 32257

Contractor's Administrator Name: Dan Grennan Title: President City State Zip

Tel#: 904-828-9705 Fax: \_\_\_\_\_ Email: dgrennan@shredpartners.com

## CONTRACT INFORMATION

Contract Name: Provide two 95 gallon totes onsite-with pick up every two weeks - Contract Value: \$1,080/per year \* 3240 - 3 yr

Brief Description: \$90 monthly - documents shredded on site - Shredding every 2 weeks @ \$90/month with No additional charges. May terminate service with 30 day notice without penalty (see attached service agreement)

Contract Dates : 12/18/15 thru 12/18/18 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |   |                        |  |
|---|------------------------|--|
| <u>Michael Coffey</u><br>Department Head Signature                  | <u>12-2-15</u><br>Date | <u>45246515 -534000</u><br>Funding Source/Acct # |
| 1. <u>Charlotte Young</u><br>Contract Management                    | <u>12/3/15</u><br>Date |  |
| 2. <u>[Signature]</u><br>Office of Management & Budget              | <u>12-7-15</u><br>Date |  |
| 3. <u>[Signature]</u><br>County Attorney (approved as to form only) | <u>12-9-15</u><br>Date |  |

15 DEC -3 AM 8:11

Comments: \_\_\_\_\_

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 12/10/15  
Ted Selby Date

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

# ShredPartners

Client Name:	<u>NASSAU COUNTY BUILDING DEPARTMENT</u>	Zip/Postal Code:	_____
Address:	<u>96161 NASSAU PLACE</u>	Phone:	_____
Billing Address:	<u>YULEE, FL 32097</u>	Fax:	_____
Contact 1:	<u>DIANE GRIFFIN</u>	Title:	_____
Contact 2:	_____	Title:	_____
A/P Contact:	_____	Fax:	_____

AUTOMATIC SERVICE	
Recommended number of security consoles	From _____ to _____
Cost of security consoles	FREE <u>N/A</u>
Estimated collection & shredding time	From _____ to _____
Cost of recycling & disposal	FREE <u>N/A</u>
Cost of travel to and from your location	FREE <u>N/A</u>
Billing Rate	\$ _____ per minute
Estimated cost of service	\$ _____ to \$ _____
Recommended frequency of service	Every <u>2</u> week(s)
Minimum charge	\$ <u>90.00 / MONTH</u>

Start date of agreement: 10-1-15

PURGE			
Banker Boxes (regular):	<u>\$ 5.00</u>	Cubic feet:	<u>N/A</u>
File Boxes:	<u>\$ 5.00</u>	Other:	<u>N/A</u>
Pallets:	_____		
Lever Arch Files:	_____		
Estimated collection & shredding time	From _____		
Estimated cost for shredding	\$ _____		

**NOTES**

SERVICE IS 2-95 GALLON CARTS SHREDDED ON-SITE EVERY 2 WEEKS @ \$90.00/MONTH W/ NO OTHER CHARGES. CUSTOMER MAY TERMINATE SERVICE W/ 30 DAYS NOTICE WITHOUT PENALTY.

The parties have agreed to this Agreement (Terms and Conditions on reverse) on the date written above.

ShredPartners	Client
Signed <u>[Signature]</u>	Signed <u>[Signature]</u>
Print Name <u>D.W. CANNAN</u>	Print Name <u>T.J. Selby</u>
Position <u>PRESIDENT</u>	Position <u>Co. Mgr</u>

new  existing  change  Sales Rep: \_\_\_\_\_ Account #: \_\_\_\_\_

This CLIENT SERVICE AGREEMENT between ShredPartners ("ShredPartners") and "the Client" (detailed overleaf) takes effect on the "start date of the agreement". The parties agree as follows:

- 1) **ShredPartners.** ShredPartners will provide the following services to "the Client":
  - a) **Equipment:** ShredPartners will provide Locked Security Consoles and other related equipment on the Clients premises for the collection and storage of the Client's Confidential Materials. The number of Consoles will be determined by ShredPartners and based on estimates of volume in discussions with the Client.
  - b) **Document Collection and Destruction:** ShredPartners will:(a) physically collect the Client's Confidential Materials on a regularly scheduled basis, as agreed between ShredPartners and the Client; and (b) at the ShredPartners facility or affiliated facility, destroy these Confidential Materials using a mechanical shredding device (the "Document Destruction Process").
  - c) **Certification:** At the conclusion of the Document Destruction Process, ShredPartners will immediately provide the Client with a Certificate of Destruction.
  - d) **Inspection Rights:** if requested by the Client, an authorized representative of the Client may, at any time, inspect the Document Destruction Process.
  - e) **Document Disposal and Recycling:** ShredPartners will recycle or otherwise dispose of the Client's Shredded Material.
- 2) **Ownership of Equipment.** The Locked Security Consoles and any other equipment provided to the Client by ShredPartners remains the property of ShredPartners.
- 3) **Service Fee.** As shown on page 1 of this agreement, the Client will pay a "Service Fee" to ShredPartners equal to the greater of:
  - a) the minimum charge or
  - b) the amount per minute spent by ShredPartners in document collection, destruction and other related Services during the period on which the Service Fee is based.
 The Client agrees to pay the Service Fee within 30 days of receiving an invoice for the Services.
- 4) **Adjustment of Fees.** The Service Fee shall remain fixed for one year of the Initial Term. In both the second year and third year of the Initial Term and upon subsequent automatic renewal terms, in its sole discretion, ShredPartners reserves the right to modify the amount of the Service Fee from time to time (either the minimum charge and/or per minute fee); provided that ShredPartners will not increase the service fee from time to time by more than 7% per year.
- 5) **Term of Agreement.** The Agreement will remain in force for three years (the "Initial Term"). It will automatically renew for an unlimited number of additional one-year terms unless terminated by either party, by written notice, at least 30 days prior to the expiration of either the Initial Term or of any Renewal Term. On termination by either party the Client will pay ShredPartners all outstanding balances for Services performed by ShredPartners prior to termination of the Agreement.
- 6) **Early Termination of Agreement.** In the event the Client terminates this Agreement without cause, prior to the completion of the Initial or any Renewal Term, the Client will pay ShredPartners for the Service Fees due for the remaining term of the Agreement plus a removal fee of \$15.00 per console. Such early termination fees shall be calculated based on the average Service Fee incurred by the Client for all prior months of the Agreement multiplied by the months remaining in the Initial Term or Renewal Term.
- 7) **Default and Termination for Cause.** Upon written notice that either party has breached this Agreement by failing to perform any of their respective obligations under this Agreement, the breaching party shall have 30 days from the date of the written notice to cure the default. In the event that the default is not cured within such 30-day period, the non-breaching party may immediately cancel this Agreement without further notice. Notwithstanding anything to the contrary, in the event that the Client fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, ShredPartners may immediately cancel this Agreement and retrieve its equipment from the Client, wherever located, if payment is not made within three business days from receipt of written notice from ShredPartners that payment is due. The Client will pay ShredPartners any outstanding account balances for Services performed by ShredPartners prior to termination of the Agreement.
- 8) **Excused Performance.** ShredPartners will not be in breach for failure to comply with the provisions of this Agreement where ShredPartners failure is due to circumstances beyond Shredpartners' reasonable control.
- 9) **Miscellaneous.** This document contains the entire understanding of the parties concerning the subject matter of this Agreement and applies to any successors to the agreement as well as to any new or additional Client locations. Any changes to it must be agreed in writing. If any provision is held invalid, the other provisions of this Agreement will remain in full force and effect. The Agreement will be interpreted under the laws of the province/state in which it is executed.