

DDS 2010-030410-01

**STEPHEN F. AUSTIN STATE UNIVERSITY  
AGREEMENT for  
DOCUMENT DESTRUCTION SERVICES**

WHEREAS the undersigned enters into this Agreement effective on the date of signing by and between Stephen F. Austin State University, hereinafter referred to as SFA or the University, and Security Shredding, hereinafter referred to as Contractor, to provide the following designated services.

**1. SERVICES PROVIDED**

Contractor shall provide shredding of designated confidential materials as identified by SFA. Contractor shall pick up and remove confidential materials for off-site destruction or provide on-site destruction services. All confidential materials shall be destroyed as specified herein. Contractor shall provide all material, labor, vehicles, equipment, supplies and incidentals necessary to perform the services.

**2. ON-SITE CONTAINER STORAGE/PICK-UP**

- 2.1 Heavy duty locking cabinets or high security padlocked containers shall be provided by Contractor. Cabinets or containers shall be secure and durable to prevent vandalism and break-in.
- 2.2 Individual University Departments will select the size container desired from the available sizes included under this contract. Contractor may be asked to consult with department on what size container/cabinet will best meet their needs.
- 2.3 On-site pick-up shall be weekly, bi-weekly, monthly, bi-monthly, or quarterly contingent upon a mutually agreed upon schedule between the individual University Department and Contractor. Contractor may advise University Department of recommended changes to the pick-up schedule based on actual usage.

**3. OFF-SITE DESTRUCTION**

- 3.1 Contractor shall secure all containers including the University owned containers or boxes for transportation from the University to Contractor's facility. No open containers or loose files shall be allowed for transportation.
- 3.2 Off-site storage facilities shall be locked and secured, and media destroyed within 24 hours (twenty four hours) upon receipt.
- 3.3 Destruction shall be performed at the Contractor's facilities by the Contractor's employees. No sub-contractors shall be involved in the destruction process.

**4. ON-SITE DESTRUCTION**

- 4.1 On-site destruction service shall be performed on the campus of SFA in the Contractor's mobile unit. An SFA representative may choose at any time to be present during the destruction process.
- 4.2 Contractor may provide on-site destruction services for media that is stored in University containers, boxes, etc. or in Contractor's cabinets or containers.

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## 5. ACCEPTABLE MEDIA and DESTRUCTION REQUIREMENTS

- 5.1 Allowable media include: paper, film, micro fiche, tapes, photos, ID badges, credit/debit cards, disks, and hard drives. All media shall be destroyed to particles 1/2 of an inch or smaller so that no information can be retrieved from the bale of recycled debris.
- 5.2 For On-Site Volume Destruction of University documents stored in University boxes, all media will be separated so as to shred the documents and bale the boxes to be hauled off and sent to a recycler. Boxes will not be shredded. The University may choose to keep the storage boxes for future use.

## 6. PRICING OPTIONS

Pricing structure shall be held firm through August 31, 2010

CONTAINER SIZES – Contractor shall charge no rental fee for cabinets or containers other than the destruction service fees itemized herein.

- Cabinet – 40”h x 19”w x 19”d  
 Holds approx. 100 lbs. of paper  
 Tamper evident locked door with a front drop slot
- Containers – 66 Gallon / 40.6”h x 23.25”w x 29.5”d  
 Holds approx 200 – 250 lbs of paper  
 Digger Lock System which security brass padlock
- 88 Gallon / 46”h x 28.5”w x 34”d  
 Holds approx. 300 – 350 lbs of paper  
 Digger Lock System which security brass padlock

ON-SITE DESTRUCTION – These costs are associated with the use of Contractor's cabinets/containers listed herein.

- First cabinet OR container -- \$45.00 per visit  
 Each additional Cabinet -- \$30.00 per visit  
 Each additional Container -- \$35.00 per visit

Above Service Charge will be per visit on a weekly, bi-weekly, monthly, bi-monthly, or quarterly as mutually agreed upon by the University Department and Contractor. Media will be destroyed on-site during each scheduled visit.

ON-SITE / OFF-SITE VOLUME DESTRUCTION – These costs are associated with documents stored in University-owned boxes.

- Paper goods/documents -- \$.17 per pound (on-site destruction)  
 Mixed Media destruction (micro-fiche, film, or tapes) -- \$.25 per pound (off-site destruction only)  
 Hard Drives -- \$.99 per pound (off-site destruction only)

Destruction rate is at approximately 1000 lbs. per hour and shredders will destroy folders, staples, paper clips and fasteners. No prep work is necessary by SFA departments.

## 7. REPORTING

- 7.1 A Certificate of Destruction for each destruction service shall be provided within 24 hours to the specified liaison in each department, AND included with invoicing. The Certificate of Destruction shall include University Department name, department liaison name, address, date of service, type of service, volume of records and the service representative's name.
- 7.2 All invoicing shall be itemized with each individual department referenced and services rendered.

## **8. CONTRACTOR'S EMPLOYMENT REQUIREMENTS**

Contractor shall be responsible for certifying that all employees have undergone a security background check, which includes criminal history, credit history, and driving records. Contractor shall provide certification upon request that employees have undergone pre-employment drug screening and that random drug screens are routinely required of all Contractor employees. Employees shall be bonded and insured by the Contractor. The Contractor and the Contractor's personnel shall be prohibited from reading or copying any of the material at any time. Employees shall clearly wear identifying photo ID and badge numbers. No subcontractors or third parties shall be involved prior or during destruction.

## **9. CUSTOMER RESPONSIBILITIES**

Customer agrees to maintain the containers supplied by Contractor in a covered, dry area and use them only for confidential materials. Customer shall use its best efforts to keep all containers free of contaminants. The University shall permit Contractor to enter the University's premises during reasonable times as the University and Contractor shall mutually agree, and at no other times, to provide the specified document destruction services.

## **10. TERM**

This Agreement begins upon execution and ends on August 31, 2010. Thereafter, the term of this Agreement may be extended as mutually agreed by the parties, in writing for three (3) additional one-year periods at the option of SFA. Contracted rates will be negotiated annually to be effective September 1 of each year.

## **11. CONFIDENTIALITY**

Pursuant to the Gramm-Leach-Bliley Act (GLBA), every Service provider (Contractor), defined as any person or entity that receives, maintains, processes or otherwise is permitted access to nonpublic personal information as defined in 16 C.F.R. section 313.3 (n), whether in paper, electronic, or other form, about a University employee, or student through its provision of services directly to the University is subject to the following requirements:

- 11.1 Contractor shall ensure the security and confidentiality of nonpublic personal information as defined in 16 C.F.R. section 313.3 (n), protect against any anticipated threats or hazards to the security and integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any University employee or student.
- 11.2 To the extent Contractor is provided Stephen F. Austin State University employee or student information owned, possessed or used by SFA and this is communicated to, learned, or otherwise acquired by Contractor in the performance of Contractor's duties and obligations under this Agreement, Contractor, its management, employees and agents agree to keep such information confidential, beginning on the date Contractor is first given access to said data and continuing through the term of this Agreement and any time thereafter. Contractor shall take appropriate safeguards to protect the data and limit access to such to only those representatives of Contractor that must have access for the purposes of the destruction of the data.

## **12. HIPPA COMPLIANCE**

Contractor must meet all requirements mandated by the Health Insurance Portability & Accountability Act (HIPAA) US Dept. of Health and Human Services, Office for Civil Rights, Standards, for Privacy of

**Franchise Tax Certification.** By signing the Agreement, a corporate or limited liability company, certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is false or inaccurate, at University's option, the Agreement may be terminated and payment withheld.

**Payment of Debt to the State of Texas.** That pursuant to Section 403.0551, Texas Government Code, Contractor agrees that any payments owing to the Contractor under this contract may be applied towards any debt or delinquent taxes that the Contractor owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

IN WITNESS WHEREOF, the parties have executed this contract in duplicate on the date written.

Stephen F. Austin State University

Security Shredding, Inc.

By: Baker Pattillo

By: Larry Simpson

Printed Name: Baker Pattillo

Printed Name: LARRY SIMPSON

Title: President

Title: PROPS

Date: 3-29-10

Date: 3/29/10