

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

This Agreement (the "Agreement"), effective on the date of signing, is between Stephen F. Austin State University, hereinafter referred to as "SFA" or "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 bales 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, by Contractor's employees. No sub-contractors shall be involved in the destruction process. 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.

## 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. EQUIPMENT

- 6.1 Allowable Consoles & Equipment. Containers and any other equipment ("Equipment") provided to University by Contractor are the property of Contractor. University will not file any lien, nor allow to be filed any lien, against any such Equipment. University will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which is moved, damaged, stolen or lost while at University's location, University shall pay a replacement charge pursuant to the Schedule.
- 6.2 University 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.

## 7. PRICING OPTIONS

Pricing structure shall be held firm through August 31, 2020.

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

- Containers – **32 Gallon Desk Console Cabinet** / 35"h x 19"w x 19"d  
Beveled plate to ensure paper cannot be retrieved from inside  
Hinges on the inside  
Flat top surface
- **65 Gallon Container** / 41.3"h x 26.7"w x 28.1"d  
Top-loading, durable plastic tote  
Security slot to ensure paper cannot be retrieved from inside  
Equipped with 4 wheels to ensure ease of movement
- **95 Gallon Container** / 44"h x 25"w x 34"d  
Top-loading, durable plastic tote  
Security slot to ensure paper cannot be retrieved from inside  
Equipped with 4 wheels to ensure ease of movement

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

- First cabinet -- \$25.00 per visit  
Each additional cabinet --\$15.00 per visit  
First Container (65 Gallon or 95 Gallon) -- \$35.00 per visit



Each additional Container (65 Gallon or 95 Gallon) -- \$30.00 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 -- Paper offsite per pound-\$0.16. Paper onsite per pound-\$0.14.

Mixed Media destruction (micro-fiche, film, or tapes) -- \$1.50 per pound or will negotiate depending on how many units.

Hard Drives -- \$12.00 each or will negotiate depending on how many units.

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.

7.5 **Payment Terms.** Payment terms for amounts due from University to Contractor under this Agreement (including but not limited to due, dates, late fees, and interest) are governed by Chapter 2251 of the Texas Government Code. University is not responsible for the payment of collection costs or attorney's fees unless explicitly required by law.

7.6 **Tax Exemption.** University is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.

**8. REPORTING**

- 8.1 A Certificate of Destruction for each destruction service shall be provided within twenty-four (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.
- 8.2 All invoicing shall be itemized with each individual department referenced and services rendered.

**9. 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.

**10. UNIVERSITY RESPONSIBILITIES**

University agrees to maintain the containers supplied by Contractor in a covered, dry area and use them only for confidential materials. University 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.

**11. TERM**

This Agreement begins January 22, 2020 and ends on August 31, 2020. Thereafter, the term of this Agreement may be extended as mutually agreed by the parties, in writing for one (1) additional one-year period at the option of SFA. Contracted rates will be negotiated annually to be effective September 1 of each year.

## **12. CONFIDENTIALITY**

Pursuant to the Gramm-Leach-Bliley Act (GBLA), 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:

- 12.1 Contractor shall ensure the security and confidentiality of nonpublic personal information as defined in 16C.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.
- 12.2 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.

## **13. HIPAA 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 Individually Identifiable Health Information, 45 CFR Parts 160 through 164). Contractor warrants that it will cooperate with SFA in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with SFA privacy officials and other compliance officers required by HIPAA and its regulations.

## **14. TERMS AND CONDITIONS**

### **14.1 Labor Relations**

Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this Agreement in the event of any labor action involving its employees.

### **14.2 Force Majeure**

The parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligation, such nonperformance shall not be considered a breach of this Agreement.

### **14.3 Presence on the University's Premises**

Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the Institution's premises shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University's officers.

### **14.4 Accident Reporting**



Contractor agrees that, in the event of an accident of any kind, contractor will immediately notify the University's Police Department and thereafter furnish a full written report of such accident.

**14.5 Use of University Facilities**

The Contractor's management, employees, and agents will have the right to use only those University facilities that are necessary to perform the Contractor's obligations and will not have access to any other facilities of the University without the University's permission.

**14.6 Access to Records**

The Contractor will keep detailed financial records of its operations under this Agreement, and the Contractor will maintain those records for at least five years from the close of the Contract year to which the records relate. The Contractor will permit the University or the State Auditor of the State of Texas to inspect those records during Contractor's normal business hours.

**14.7 Records Audit**

Contractor shall keep full and accurate records in connection with the services provided by Contractor under this Agreement. The University or any of its duly authorized representatives, at any time during the term of this Agreement, shall have access to, and the right to audit or examine any pertinent books, records or documents of Contractor related Contractor's performance under the Agreement herein.

**14.8 Laws**

This Agreement shall be governed by the laws of the State of Texas, and all of the obligations to be performed under this Agreement are performable in Nacogdoches County, Texas. Venue shall lie in a court of competent jurisdiction in Texas.

The Contractor will adhere to and follow all applicable laws, rules, regulations and ordinances, including all University policies and procedures.

**14.9 Alternative Dispute Resolution**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, must be used by the University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Vice President of Finance and Administration of University shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of the Agreement by University nor any other conduct, action, or inaction of any representative of University relating to this contract constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts.

**14.10 Indemnity**

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIM, DAMAGE, LIABILITY, INJURY, EXPENSE, OR LOSS, INCLUDING DEFENSE COSTS AND ATTORNEY'S FEES, ARISING OUT OF CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. ACCORDINGLY, THE UNIVERSITY SHALL NOTIFY CONTRACTOR PROMPTLY IN WRITING OF ANY CLAIM OR ACTION BROUGHT AGAINST THE UNIVERSITY IN CONNECTION WITH THIS AGREEMENT. ON SUCH NOTIFICATION, CONTRACTOR SHALL PROMPTLY TAKE OVER AND DEFEND ANY SUCH CLAIM OR ACTION. THE UNIVERSITY SHALL HAVE THE RIGHT AND OPTION TO BE REPRESENTED IN ANY SUCH CLAIM OR ACTION AT ITS OWN EXPENSE.



Notwithstanding the foregoing, in no event will Contractor 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.

**14.11 Fraud and Ethics**

Contractor is hereby advised that the University maintains policies regarding fraudulent or unethical conduct. These policies establish examples of acceptable and unacceptable conduct as well as procedures and responsibilities for detecting, reporting and resolving instances of known or suspected fraudulent activity and prescribe a coordinated approach toward investigation and resolution of fraudulent activity; reference University Policies 2.7, Fraud and 17.22, Purchasing Ethics and Confidentiality.

**14.12 Cancellation/Termination**

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within ten (10) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the defaulting party thirty (30) days' written notice. Upon termination, Agency shall be paid for all services satisfactorily rendered to the date of termination in accordance with this Agreement.

**14.13 Loss of Funding.** Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of the University.

**14.14 Insurance**

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by the University. Acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of the Contractor.

If policies are not written for the amounts specified below (except Worker's Compensation and Employer's Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.

Contractor's insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as Additional Insured. This is not applicable to the workers' compensation policy.

The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the University.

The workers' compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a subcontractor. The Contractor's policy shall provide that, in the event that a subcontractor's policy fails to provide worker's compensation coverage of a worker that such insurance coverage is provided by the Contractor's policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by the University, the minimum insurance coverage as follows:

TYPE OF COVERAGE	LIMITS OF LIABILITY
1. Workers' Compensation	Statutory
2. Employer's Liability	\$100,000 each occur/aggregate \$500,000 policy Limit
3. Comprehensive General Liability	\$1,000,000 each occur \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate
4. Automobile Liability	\$1,000,000 each accident – Combined Single limit

#### 14.15 Miscellaneous:

Representations and Warranties by Contractor. If Contractor is a corporation, limited liability company, or any other entity organized and existing under state law, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

Tax Certification. If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

Eligibility to Receive Payment. In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contractor certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Conflict of Interest. Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of University's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by University, has direct or indirect



financial interest in the award of the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential thereof.

Products and Materials Produced in Texas. If Contractor will provide services under the Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under the Agreement, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

Assignment. Contractor shall not assign any of its rights under this Agreement, voluntarily or involuntarily, either whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of University. Contractor shall not delegate any performance under this Agreement, except with the prior written consent of University. Any purported assignment of rights or delegation of performance in violation of this provision is null and void, except where such assignment or delegation of performance occurs with affiliates of Contractor.

Other Agreements. This Agreement is the entire agreement between University (including University's employees) and Contractor. Contractor acknowledges and agrees that no University employee other than its President has the authority to bind University in contract. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in the Agreement. Contractor may not unilaterally change any term or condition of this Agreement.

State Auditor's Office. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITION OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of the Agreement between University and Contractor, or any subsequent change order, amendment, or other Agreement modification should be construed: (i) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (ii) to extend liability to University beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (iii) as a waiver of any immunity provided by the 11<sup>th</sup> Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.



Access to Public Information. Contractor is required to make any information created or exchanged with University pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to University. Contractor acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ('Regulations'). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled property, including institutions and entities with whom University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on campus, the above-mentioned individuals, organizations, and entities must agree to: (i) report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; (ii) cooperate with University's Title IX investigation; and (iii) cooperate fully with all sanctions that University may impose against such individual, organization, or entity who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including, but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and immediate termination of business or contractual relationships.

Publicity. Contractor shall not use the University's name, logo, service mark, or other likeness in any press release, marketing materials, or other public announcement without receiving University's prior written approval.

U.S. Department of Homeland Security's E-Verify System. By entering into the Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement, within the United States of America. Contractor shall provide, upon request of University, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Contractor, and Contractor's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of the University and at no fault to the University, with no prior notification. Contractor shall also be responsible for the costs of any re-solicitation that the University must undertake to replace the terminated Agreement.

Israel Non-Boycott Verification. Pursuant to Section 2270.002, Texas Government Code, Contractor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), Texas Government Code.

*Signatures to follow on next page*

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

Stephen F. Austin State University

By: 

Printed Name: Dr. Danny R. Gallant

Title: VP Finance & Administration

Date: 1/17/2020

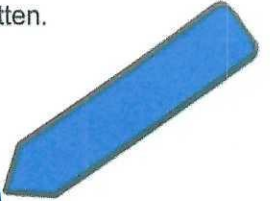
Security Shredding

By: 

Printed Name: Shannon Simpson

Title: GM

Date: 1/20/2020





**Stephen F. Austin State University Agreement for Document Destruction Services  
AMENDMENT No. 1**

This Amendment No. 1 to the Stephen F. Austin State University Agreement for Document Destruction Services (hereafter, the "Agreement") is made and entered into as of January 22, 2020 by and between Stephen F. Austin State University ("SFA"), located in Nacogdoches, Texas, and Security Shredding ("Contractor"), a document destruction company

**WHEREAS**, SFA and Contractor entered into the Agreement on or around January 22, 2020;

**WHEREAS**, SFA and Contractor seek to amend the terms of the Agreement to incorporate the changes set forth herein;

**NOW, THEREFORE**, it is hereby agreed as follows:

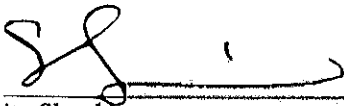

The original paragraph entitled "TERM" reads as follows:

"This Agreement begins January 22, 2020 and ends on August 31, 2020. Thereafter, the term of this Agreement may be extended as mutually agreed by the parties, in writing for one (1) additional one-year period at the option of SFA. Contracted rates will be negotiated annually to be effective September 1 of each year."

*It is hereby amended to read:*

"This Agreement begins January 22, 2020 and ends on *August 31, 2021*."

All other terms and recitals in the Agreement shall remain in full force and effect. This Amendment shall supersede the Agreement as to the terms amended.

  
\_\_\_\_\_  
Security Shredding  
  
\_\_\_\_\_  
Stephen F. Austin State University

Date: \_\_\_\_\_

Date: 9-30-20