

## **SWC# 121 Shredding Services** **Contract Information and Usage Instructions**

**\*\*\*The contact information and processes detailed in this document are subject to change at any time. Please go to <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html> for the most up-to-date version of statewide contract usage instructions.**

**Contract Period:** This contract has a one-year initial term with no renewal options.

**Contract Start Date:** 3/31/2020

**Current Contract Expiry Date:** 3/31/2021

**Summary/Background Information:** This contract provides for shredding services of Paper or Printed Media, to ensure compliance with state and federal privacy laws and serve to mitigate risk to user agencies across the State by providing a program focused on safeguarding confidential information from being accessed and used for fraudulent purposes.

**Supplier Name:** Stericycle Inc.

**Supplier ID:** 528

**Edison Contract:** NV3-43512

### **State Contact Information**

#### **Contract Administrator:**

Eve Whittenburg

Category Specialist

Central Procurement Office

(615) 253-3000

[Eve.Whittenburg@tn.gov](mailto:Eve.Whittenburg@tn.gov)

### **Supplier Contact Information:**

Stericycle Inc.

Ms. Amanda Kirchner

[Amanda.Kirchner@stericycle.com](mailto:Amanda.Kirchner@stericycle.com)

513-889-9149

### **Emergency Call Procedures:**

Not applicable.

## **Usage Instructions:**

### *Bin Requirements -*

- 1) Contractor must have the ability to supply three (3) different-sized locking bins to accommodate paper/records collection at End User locations. The three sizes must fall within one of each of the following inclusive ranges: 28-32, 60-70 and 90-100 gallons. Respondents are allowed to bid additional bin sizes, but one bin from each of the three inclusive ranges above are the minimum requirements. Additional bin sizes may be added to the contract based on what is in the best interest of the State at the time of contract award.
- 2) All bins shall be provided free of charge to the End User with no rental or delivery/pickup fees.
- 3) Contractor shall maintain all bins in operable condition, replacing locks, lids, handles, etcetera as needed. Contractor shall replace and repair damaged bins at no additional charge to the End User; the End User determines if bin needs to be replaced. If damage occurs due to willful State employee neglect, the End User will pay for any repair costs up to the fair market value of the bin before the loss. If willful State employee neglect results in bin being rendered unusable, then the End User will pay the fair market value of the bin before the loss.
- 4) Contractor shall clearly mark bins for their intended use with a list of items that may or may not be placed in bins.
- 5) End Users shall not place in bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials.
- 6) The Contractor shall retain ownership of the bins. The Contractor shall agree that the State shall not be responsible for any liability incurred by the Contractor or the Contractor's employees arising out of the possession, use, maintenance, delivery, return, or collection from the bins provided by the Contractor.

### *Delivery/Retrieval of bins -*

- 1) The Contractor shall deliver all bins and have them available for End User use within five (5) business days of request/purchase order, unless otherwise specified and agreed upon by End User.
- 2) Delivery and retrieval shall be made during normal business hours only, 8:00 AM to 4:30 PM Monday through Friday except for State holidays, unless prior approval for other times has been obtained from the End User in writing.
- 3) Contractor shall deliver bins on the dates and times agreed upon by the End User and Contractor; the State withholds the right to refuse any unscheduled deliveries or pickups without charge or penalty.
- 4) Contractor will be responsible for delivery, set-up and all transportation costs.
- 5) Contractors and subcontractors are required to sign-in and sign-out at all State facilities. Security provisions for all state facilities must be strictly observed.

*Servicing of bins -*

- 1) Shredding may be done 8:00 AM to 4:30 PM Monday through Friday, except for State holidays. Shredding outside of these hours shall have prior written approval from End User.
- 2) All materials shall be destroyed to the applicable NAID specifications. All Paper or Printed Media will be destroyed according to the dimensions outlined in NAID specifications:
- 3) Contractor to provide "Certificate of Destruction" at the end of each service to End User representative.
- 4) Scheduled Service:
  - a. Contractor shall coordinate with End Users to schedule service recurring times and dates.
  - b. The End User will request a Schedule Shredding Service depending on the anticipated need of the End User. The bin size(s) and schedule may be adjusted at any time by the End User to better complement the End User's requirements.
  - c. Contractor agrees to notify End User within two (2) hours of knowledge if it will not be able to fulfill a Scheduled Shredding Service appointment. Contractor agrees to complete service within twenty-four (24) hours of missed appointment, unless otherwise specified and agreed upon in writing by End User.
  - d. If a scheduled service is on a state holiday, the Contractor shall fulfill the Scheduled Shredding Service the next business day, unless otherwise specified and agreed upon in writing by End User.
- 5) As Needed Shredding Service:
  - a. Occasionally, End Users may have an unexpected shredding service need; in these situations, the Contractor shall complete service request within two (2) business days upon notification or purchase order from End User, unless otherwise specified and agreed upon in writing by End User.
- 6) Contractor agrees that the End User, at any time throughout the contract, can accompany the Contractor during any collection, hauling, weighing, or destruction process being conducted by the Contractor for mobile destruction. Contractor shall not restrict or in any way limit the End User's right or ability to oversee any services provided by the Contractor.
- 7) For Mobile Shredding Services, the Contractor shall clean up the immediate document destruction area and ensure that all loose materials are collected and removed each time document destruction services are performed.
- 8) Agencies reserve the right to decide which shredding service is best for them and which service maintains the required level of security for sensitive documents.

*Subcontracting -*

- 1) Prior to using a subcontractor, the Contractor is required to obtain written authorization from the Department of General Services, Central Procurement Office. The Contractor will need to send a letter or email to the state Contract

Administrator requesting permission to subcontract. The letter or email shall include the following information:

- a. The subcontractor(s) name, address, contact person(s), email(s) and telephone number(s);
  - b. A brief description of the work to be performed;
  - c. An estimated dollar amount to be given to the subcontractor for the job or annually; and
  - d. State whether the request is for a one-time job or continued service.
- 2) Subcontractor personnel are required to sign-in and sign-out and meet the same requirements as the Contractor's personnel.
  - 3) The Contractor cannot charge any higher rates than the contract rate even though their subcontractor may be charging a higher rate to the Contractor.
  - 4) The Contractor is responsible for paying their subcontractors.

*Visits to All State Facilities -*

All Contractor personnel, including subcontractors, must be uniformed or have visible identification at all times. Contract personnel shall be required to provide photographic identification for inspection upon entering all state facilities.

The Contractor is advised that for all state facilities, the Contractor and their employees shall strictly abide by all state policies and procedures at all times. All state facilities are non-smoking; the Contractor, their employees and subcontractor personnel must adhere to this requirement. Deviations from these policies by the Contractor, their employees or subcontractor personnel will not be tolerated and will be considered grounds for contract cancellation.

*Security Requirements for Correctional Facilities -*

The Contractor is advised that some state locations are correctional institutions and require all Contractor personnel to strictly abide by all Tennessee Department of Correction policies and procedures at all times. Deviations from these policies by the Contractor or the Contractor's employees will not be tolerated and will be considered grounds for immediate contract cancellation. For example, Contractor's employees and vehicles are subject, but not limited, to the following:

TDOC policy 506.06: all persons and property are subject to search. Drugs, alcohol, firearms, ammunition, explosives and weapons are prohibited. Violators will be prosecuted.

TDOC policy 206.02: restricts and may prohibit the usage of cellular telephones at any Correctional facility. Use of cellular telephones while on state property must have the prior approval of the Warden. The Warden's decision will be based on the Contractor's need to perform his/her job responsibility. Contractors have no guarantee that approval will be granted.

*Pricing Structure -*

- 1) All pricing includes all associated cost for the items; no additional or hidden fees are allowed.
- 2) Pricing shall be provided for Mobile and Plant-Based shredding in bins for Paper or Printed Media on a per bin occurrence and for Purge shredding for Paper or Print Media on a per pound basis.

\*For additional information please refer to Specifications and Terms and Conditions.

**Requisition and Purchase Order Generation:**

For information on how to create a requisition and/or purchase order please reference the CPO Job Aids on the following page: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>