



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-7

For the meeting of: September 1, 2015

Date: August 18, 2015  
To: Board of Supervisors  
From: Phillip Smith-Hanes, County Administrative Officer *PSH*  
Subject: Confidential Materials Shred Service Request for Proposal Evaluation and Recommendation for Award

### RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorizes the Purchasing Agent to execute an umbrella contract with Shred Aware LLC for confidential materials shred service for an initial contract period of five years beginning October 1, 2015 through September 30, 2020;
2. Authorizes the Purchasing Agent to execute individual contractor service agreements to establish an initial level of service for each department, division or facility in need of confidential materials services; and
3. Authorizes department heads or their designees to execute subsequent individual contractor service agreements to increase or decrease services within their department budget limits.

### SOURCE OF FUNDING:

All Funds

Prepared by Bev Pixley, Senior Buyer

CAO Approval

*E. Smith-Hanes*

REVIEW:

Auditor

*WBM*

County Counsel

*BA*

Human Resources

Other

TYPE OF ITEM:

☒ Consent

☐ Departmental

☐ Public Hearing

☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sandberg* Seconded by Supervisor *Lovelace*

Ayes

Nays

Abstain

Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *September 1, 2015*

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

## DISCUSSION:

On March 23, 2015, the County Administrative Office - Purchasing Team issued a Request for Proposal (RFP) for confidential materials shred services, with a closing date of May 12, 2015. The County Administrative Office – Purchasing Team received one (1) proposal for confidential materials shred services, from Shred Aware LLC, a local vendor.

The purpose of this RFP was to solicit proposals for confidential materials shred services for multiple county departments. The county has forty-five (45) different programs and locations that utilize confidential materials shred services. Departments and/or locations have individually entered into agreements with Iron Mountain and Eel River Disposal creating a need to develop central management for the multitude of agreements for the same service. Based on the volume of service required it is in the interest of the county to seek competitive pricing. The county has not explored competitive options for confidential materials shred services in the past.

Proposal acceptance will initiate the execution and administration of an umbrella agreement with the selected contractor. The Purchasing Team will serve as the county liaison between contractor and departments. Agreements to establish a basic level of service for each department shall be established by the Purchasing Team. Subsequent service additions or deletions may be executed by department heads or their designees. The umbrella agreement term is five years. Service agreements for each department will be added to the umbrella agreement as needed with terms subordinate to the umbrella agreement term making all agreements expire on the same date; subject to extensions as defined in the RFP Section 9.0 (see RFP page 11).

An RFP evaluation committee of seven (7) county employees from various county departments assembled to evaluate the proposal submitted. The committee met on June 3, 2015 to evaluate the proposals and discuss the evaluation results in order to make a recommendation to your Board.

The evaluation committee's criteria were broken down into three (3) categories assigning a maximum point value to each category: qualifications (90); service capabilities (90) and cost (55).

### Shred Aware

#### Qualifications:

Points Average: 74.1

- The references given were all local businesses that fully supported Shred Aware.
- The proposal did not specifically address on-site inspections; however, discussing this with the company, it was merely an oversight. Shred Aware hosted an on-site visit for interested county departments showing the destruction process within their facility and using their on-site truck.

#### Service Capabilities:

Points Average: 79.1

- Shred Aware is a local vendor doing business out of Eureka. Services would be performed locally on or off site per county department requirements.
- Support to county locations is above average with the Shred Aware facility location. A single county location in Garberville may be impacted in the event of emergency road closure; however, the volume is low and documents could be stored until travel resumes.



Cost:

Points Average: 43.4

- Shred Aware's proposal cost is made using an estimated volume of business based on recent department forecasts and provides firm pricing for the term of the agreement with no price increase.

Evaluation synopsis:

Shred Aware accepted the proposed umbrella agreement with no exceptions.

The maximum overall point value for the RFP was 1645. Shred Aware's evaluation received an overall point value of 1377 or a rating of 84%.

The evaluation committee recommends that your Board award the county's confidential materials shred service contract to Shred Aware LLC.

FINANCIAL IMPACT:

Departments in need of confidential shred service will realize lower service cost due to the large volume pricing received as a result of doing a county-wide RFP. Departments that currently utilize other vendors for confidential shred services will transition to Shred Aware either by giving thirty-day written notice to terminate their current agreement or as contracts expire.

The umbrella contract before your Board includes pricing based on bin size as shown below. This contract contains no price increase for the five year term of the contract. The total amount of the contract will fluctuate depending on departmental needs however the current annual estimate for all county departments and locations is \$19,022.35.

Bin Size	Price per bin per pick up
23 Gallon (County-Provided)	\$6.09
32 Gallon	\$7.72
64 Gallon	\$14.42
Medium Sized (Banker) Box (1.2 cubic feet)	\$3.67

This recommendation supports the Board's Strategic Framework by supporting business and workforce development and managing the county's resources to ensure sustainability of available services and safe guarding the public's trust.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose to not accept the recommendation of the RFP evaluation committee.

ATTACHMENTS:

RFP #14-200-RP Request for Proposal

RFP Proposal Response: Shred Aware

RFP # 14-200-RP Evaluation Summary

Confidential Shred Services Umbrella Agreement

RFP





**COUNTY ADMINISTRATIVE OFFICE  
PURCHASING & DISPOSITION TEAM**

**COUNTY OF HUMBOLDT**

825 5th Street, Room 112, Eureka, CA 95501-1153

Telephone (707) 268-2544 Fax (707) 445-7299

[purchasing@co.humboldt.ca.us](mailto:purchasing@co.humboldt.ca.us)

**COUNTY OF HUMBOLDT**

**Request for Proposal #14-200-RP  
Confidential Materials Shred Service**

**HUMBOLDT COUNTY RFP#14-200-RP****Submit With RFP****RFP SIGNATURE AFFIDAVIT**

<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

Government Code Sections 6250 *et seq.*, the "Public Records Act", defines a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

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**Signature****Title****Name (type or print)****Date**

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #      Addendum #      Addendum #      Addendum #

Department of Child Support Services, 2420 6<sup>th</sup> Street, Eureka  
 Conflict and Alternate Counsels, 935 3<sup>rd</sup> Street, Eureka  
 Coroner, 3012 I Street, Eureka  
 Department of Health & Human Services – 929 Koster Street, Eureka  
 Department of Health & Human Services – 537 W. Washington, Eureka  
 Department of Health & Human Services – 445 W. Washington, Eureka  
 Department of Health & Human Services – 638 W. Clark, Eureka  
 Department of Health & Human Services – 600 W. Clark, Eureka  
 Department of Health & Human Services – 790 W. Clark, Eureka  
 Department of Health & Human Services – 317 2<sup>nd</sup> Street, Eureka  
 Department of Health & Human Services – 134 D Street, Eureka  
 Department of Health & Human Services – 2944 D Street, Eureka  
 Department of Health & Human Services – 215 4<sup>th</sup> Street, Eureka  
 Department of Health & Human Services – 507 F Street, Eureka  
 Department of Health & Human Services – 808 E Street, Eureka  
 Department of Health & Human Services – 605 K Street, Eureka  
 Department of Health & Human Services – 720 Wood, Eureka  
 Department of Health & Human Services – 730 Harris Street, Eureka  
 Department of Health & Human Services – 824 Harris Street, Eureka  
 Department of Health & Human Services – 734 Russ, Eureka  
 Department of Health & Human Services – 908 7<sup>th</sup> Street, Eureka  
 Department of Health & Human Services – 1711 3<sup>rd</sup> Street, Eureka  
 Department of Health & Human Services – 2933 H Street, Eureka  
 Department of Health & Human Services – 2910 H Street, Eureka  
 Department of Health & Human Services – 404 H Street, Eureka  
 Department of Health & Human Services – 2950 E Street, Eureka  
 Department of Health & Human Services – 550 I Street, Eureka  
 Department of Health & Human Services – 529 I Street, Eureka  
 Department of Health & Human Services – 930 6<sup>th</sup> Street, Eureka  
 Department of Health & Human Services – 1105 6<sup>th</sup> Street, Eureka  
 Department of Health & Human Services – 727 Cedar Street, Garberville  
 Elections – 3033 H Street, Eureka  
 Information Technology - 839 4<sup>th</sup> Street, Eureka  
 Library – 1313 3<sup>rd</sup> Street, Eureka  
 Probation Department – Juvenile Hall, 2002 Harrison, Eureka  
 Probation Department – 404 H Street, Eureka  
 Probation Department – 555 H Street, Eureka  
 Public Defender Office - 1001 4<sup>th</sup> Street, Eureka

County department locations currently receiving hard drive pick-up and destruction service:

Information Technology – 839 4<sup>th</sup> Street, Eureka  
 Department of Health & Human Services Information Services – 600 W. Clark, Eureka

The County desires to receive price quotations for confidential materials (paper and other media) shred services as described in this proposal and for confidential hard drive pick-up,



construed as a commitment. Proposers must be flexible and responsive to possible changes to this list as service agreements are developed as a result of this RFP. Any County department initiating a new service not described herein will be contracted through the successful respondent of this RFP.

The successful respondent of this RFP will begin service based on the needs of the County departments listed in Exhibit A.

Yearly purges may be done on an as needed basis.

## **6.0 PROPOSAL ACCEPTANCE**

Proposal acceptance will initiate the execution and administration of an umbrella agreement with the selected Contractor; see Exhibit B, Sample umbrella Agreement and a County HIPAA Business Associate Agreement (BAA); see Exhibit C. Selected Contractor will be responsible for maintaining service compliance with any subsequent HIPAA regulation revisions during the contract period.

Specific services requested by and provided to a County department shall be documented on a Contractor service agreement form. Agreements to establish a basic level of service for each Department shall be approved by the Purchasing Agent or his designee. Subsequent service additions or deletions may be executed by the department.

Contractor understands that all Contractor service agreements are subordinate to the umbrella agreement generated at the award of this RFP and that all Contractor service agreements shall be deemed to incorporate all the terms and conditions of the umbrella agreement. Contractor service agreements shall not be construed as amendments to the original umbrella agreement or as authority for Contractor to increase the price of any service or to modify any term or condition of the umbrella agreement. Contractor understands and agrees that Contractor service agreements are primarily for the convenience of Contractor and individual County departments in documenting numerous service quantity needs that may change on short notice and for which a formal amendment to the umbrella agreement is not feasible.

## **7.0 CONTRACTOR RESPONSIBILITY, PERFORMANCE AND QUALIFICATIONS**

Upon award of a contract, the following Contractor provisions will apply. Proposers should base their responses on ability to meet these requirements.

7.1 Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. Contractor agrees that it will execute a HIPAA Business Associate Agreement (BAA) with the County in the form set forth in Exhibit C. Proposers should review the BAA carefully and be prepared to comply with its terms.

7.2 Contractor shall have the ability to cross-cut shred whole sheets of white or colored paper of any size into 5/8" shredded paper with additional steps to create unreadable, indecipherable shred that cannot be reconstructed. List Contractor steps to support this requirement.

weight (when pricing is based on weight) and cost. Proposal shall include payment terms and invoice example.

7.15 County shall notify Contractor of any adjustment required to invoice.

7.16 Contractor is expected to meet with County departments as required to review current service, implement new service, develop a service schedule and generate their contractor service agreement.

7.17 Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to County no-smoking ordinance, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.

7.18 County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct themselves or perform quality work.

7.19 Contractor personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc.).

#### **8.0 RFP TIMELINE**

<b>ACTIVITY</b>	<b>DATES</b>
RELEASE OF REQUEST FOR PROPOSAL	MARCH 23, 2015
DEADLINE FOR SUBMISSION OF QUESTIONS Email: <a href="mailto:purchasing@co.humboldt.ca.us">purchasing@co.humboldt.ca.us</a>	APRIL 6, 2015
DEADLINE FOR PROPOSALS <u>TO BE RECEIVED</u>	1:30 PM, MAY 12, 2015
RFP EVALUATION PROCESS	<b>THE FOLLOWING DATES ARE TENTATIVE AND MAY BE SUBJECT TO CHANGE</b>  MAY 13 – JUNE 3, 2015  JUNE 23, 2015  JUNE 30, 2015  JULY 1, 2015
RECOMMENDATION OF AWARD TO COUNTY BOARD OF SUPERVISORS (AGENDA ITEM)	
CONTRACT FINALIZATION	
NEW CONTRACT START DATE	



## 12.0 REQUIRED FORMAT OF PROPOSAL

All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain the Signature Affidavit (page 4) which certifies Proposer's intent to adhere to the requirements specified.

The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the RFP process.

Proposal must be formatted as outlined and contain the following sections. Failure to follow this format may disqualify a proposal.

Type proposals uniformly on letter size (8 1/2" X 11") white paper, single sided or double sided, each section clearly titled and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be complete and specific unto themselves. For example, "*See Enclosed Manual*" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit Sheet (page 4).

Proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.

Respondent shall submit the following:

- A. RFP Signature Affidavit , see page 4
- B. Proposal Table of Contents
- C. Corporate/Company/Agency Profile
- D. Description of Services
- E. Cost Proposal
- F. Proposer Document Examples
- G. Credentials/Resumes/Certifications/Licenses
- H. Reference Data Sheet, complete Exhibit D
- I. Evidence of Insurability/Business Licenses
- J. Exceptions to Proposed Contract Terms

### **A. RFP Signature Affidavit**

The RFP Signature Affidavit is formatted to allow completion using Microsoft Word. The RFP Signature Affidavit page of a responsive proposal must be signed appropriately complete with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any agreement made as a result thereof to be void.



- a. Describe in detail your expected communication channels between your Company and the County to ensure that services are performed to the County's satisfaction. Include resolving problems that may be encountered.
  - b. Provide your Company policies regarding HIPAA requirement compliance.
  - c. Provide your Company safety regulations, policy and procedures.
3. Describe the Proposer's technical capabilities for this service. Indicate whether or not the Proposer will be subcontracting portions(s) of the work. If so, provide the name of the subcontractor and the portion of the work which will be subcontracted.
4. Value added services. Address innovations and procedural enhancements that may add value to the proposed service.
5. Sustainable operation and products. The County is a member agency of Humboldt Waste Management Authority and participates in annual reporting to the State of California regarding waste reduction practices. Detail any earth-friendly policies and practices your Company has implemented or plans to implement during the contract performance period to help minimize adverse environment and health impacts associated with its business operations.

Examples of desired certifications include Energy Star, Green Seal, EcoLogo, EPRAT, and LEED.

6. Disaster recovery. Submit a draft Disaster Recovery Plan outlining solutions for potential staffing shortages, power outages, system crashes, road closures, or facility shutdown, with procedures to ensure continued contract performance in the event of disasters such as fire, flood and earthquake. Examples include backup personnel and other resources, alternate facilities, etc.
7. Describe exceptions, deviations, and clarifications pertinent to the service that may assist in the evaluation of your proposal.

#### **E. Cost Proposal**

Contractor Cost Proposal shall represent the costs involved for the entire five year Agreement term.

Proposer agrees that the price quotes are the maximum they will charge during the term of any agreement awarded. The unit cost shall include all taxes and all other charges and is the cost the County will pay for the five (5) year term of any Agreement that is a result of this proposal.

Volumes listed in Exhibit A are annual estimates based on past usage only and are not to be construed as a commitment.

**I. Evidence of Insurability/Business Licenses**

County's insurance requirements are set forth in Section 23 of sample umbrella Agreement, Exhibit C. All Proposers shall submit evidence of all required insurances. Upon award the Proposer has ten (10) calendar days to produce the required insurance including a certified endorsement naming the County as additional insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this proposal has been awarded. Provide a copy of current business license or other applicable license.

**J. Exceptions to Proposed Umbrella Agreement Terms**

Proposer should carefully review the contractual umbrella Agreement sample, Exhibit C. Proposer should be prepared to meet the contract requirements. Specify in detail any term exception or objection written therein including page number, paragraph and description that County may consider during the evaluation process.

**13.0 EVALUATION CRITERIA AND PROCESS**

All proposals will be evaluated by an Evaluation Panel made up of County staff. The RFP Administrator will present the evaluation results to the County Board of Supervisors for review and approval prior to award. See proposed Timeline and Dates Section 8.0. The timeline is tentative and may be subject to change. The County reserves the right to reject all proposals. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a proposal.

All contacts during the review selection phase will only be through the Purchasing Team. Attempts by the Proposer to contact any other County representative may result in disqualification of a proposal.

**EVALUATION CRITERIA:**

<u>CATEGORY</u>	<u>APPROXIMATE POINT VALUE</u>
Proposer Qualifications	90
Service Capabilities	90
Cost	55

**14.0 INTERPRETATION OF RFP**

The Proposer is responsible for meeting all of the requirements, specifications, and conditions stated in this RFP and in the contractual umbrella Agreement sample, see Exhibit C. If any Proposer planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction should be made to the County. Any changes to the RFP will be made and distributed only by written addendum and will also be posted on the County's website at



## 17.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
*New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
*Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
* Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

**\*Note:**

Friday preceding January 1, February 12, July 4, November 11, or December 25, when such date falls on a Saturday or; the Monday following such date when such date falls on a Sunday.



County Location & Service List for Confidential Shred - EXHIBIT A - revised 8-12-15

#	County Department Name	Address	Current service Confidential Materials		On-Site	Estimated Annual Spend	Notes
Courthouse			Witness Shred	Cert of Dest	Service		
Encompasses Departments 1-8. Requires locked container per Department listed with a monthly on-site service schedule. Department contact will be provided, who will take materials to provider on the service date. Provider to direct bill each Department.							
1	*Auditor	825 - 5th Street 1st Floor, Eureka	N	N	N	100.00	
2	*Assessor	825 - 5th Street 3rd Floor, Eureka	N	Y	Y	500.00	
3	*County Counsel	825 - 5th Street 1st Floor, Eureka	TBD	TBD	Y	450.00	
4	* District Attorney	825 - 5th Street 4th Floor, Eureka	Y	Y	Y	945.00	
5	*Grand Jury	825 - 5th Street 3rd Floor, Eureka	N	Y	Y	unknown	only at end of fiscal year
6	*Recorder	825 - 5th Street 5th Floor, Eureka	Y	Y	Y	200.00	
7	*CAO, Revenue Recovery	825 - 5th Street 1st Floor, Eureka	N	N	Y	550.00	
8	*Sheriff Business Office	825 - 5th Street Ground Floor, Eureka	N	Y	Y	1,500.00	
9	Child Support Services	2420 6th Street, Eureka	Y	N	Y	2,100.00	
9	Conflict and Alternate Counsel	935 & 931 3rd Street, Eureka	N	N	N	150.00	
10	Coroner	3012 I Street, Eureka	N	N	N	new	initiate new service
11	Elections	3033 H Street, Eureka	N	Y	N	500.-1,000.00	
12	Information Technology	839 4th Street, Eureka	N	N	N	new	initiate new service
13	Library, Eureka Branch	1313 3rd Street, Eureka	N	N	N	200.00	on call basis as needed
14	Probation	404 H Street, Eureka	N	Y	N	700.00	2 yard container as needed
15		555 H Street, Eureka	Y	Y	Y	520.00	
16		2002 Harrison, Eureka	N	Y	N	800.00	
17	Public Defender	1001 4th Street, Eureka	N	N	N	800.00	2 yard container 4x a year
DHHS - Encompasses Department locations 19-46						20,000.00	total for DHHS
18	Social Services	929 Koster Street	N	Y	Y		25 - 23 GA bins County owned
19	Social Services	537 W. Washington	N	Y	Y		4 - 23 GA bins County owned
20	Social Services	445 W. Washington	N	Y	Y		10 - 23 GA bins County owned
21	Social Services	638 W. Clark	N	Y	Y		6 - 23 GA bins County owned
22	Facilities	600 W. Clark	N	Y	Y		5 - 23 GA bins County owned
23	Roxco storage	790 W Clark	N	Y	Y		2 - 23 GA bins County owned
24	WIC	317 2nd Street	N	Y	Y		3 - 23 GA bins County owned
25	Children & Family Services	134 D Street & 231 2nd Street	N	Y	Y		4 - 23 GA bins County owned

County Location & Service List for Confidential Shred - EXHIBIT A - revised 8-12-15

#	County Department Name	Address	Current service Confidential Materials		On-Site Service	Estimated Annual Spend	Notes
			Witness Shred	Cert of Dest			
26	Children's Center	2944 D Street	N	Y	Y		1 - 23 GA bin County owned
27	Service Center	215 4th Street	N	Y	Y		6 - 23 GA bins County owned
28	Administration Pro Building	507 F Street	N	Y	Y		9 - 23 GA bins County owned
29	<b>Adult Protective Services</b>	808 E Street	N	Y	Y		6 - 23 GA bins County owned
30	Social Services	605 K Street	N	Y	Y		5 - 23 GA bins County owned
31	Sempervirens	720 Wood	N	Y	Y		6 - 64 GA bins Vendor owned
32	Behavioral Health	730 Harris Street	N	Y	Y		1 - 23 GA bin County owned
33	Mental Health Administration	824 Harris Street	N	Y	Y		1 - 23 GA bin County owned
34	Alcohol & Other Drugs (AOD)	734 Russ	N	Y	Y		1 - 23 GA bin County owned
35	Community Wellness Center	908 7th Street	N	Y	Y		3 - 23 GA bins County owned
36	Children, Youth & Family Services	1711 3rd Street	N	Y	Y		3 - 23 GA bins County owned
37	Children, Youth & Family Services	2440 - 6th Street	N	Y	Y		TBD - moving into this location approximately 11-1-15
38	Redwood Hope	2933 H Street	N	Y	Y		1 - 23 GA bin County owned
39	Healthy Moms	2910 H Street	N	Y	Y		1 - 23 GA bin County owned
40	Resource Center	404 H Street	N	Y	Y		1 - 23 GA bin County owned
	<b>Medical Records</b>	<b>2950 E Street- (site abandoned)</b>	N	N	N		2 - 23 GA bins County owned
41	Independent Living	550 I Street	N	Y	Y		1 - 23 GA bin County owned
42	Public Health	529 I Street	N	Y	Y		1 - 23 GA bin County owned
43	Employment Training	930 6th Street	N	Y	N		2 - 23 GA bins County owned
44	Public Guardian	1105 6th Street	N	Y	Y		1 - 23 GA bin County owned
45	Public Health Services	727 Cedar Street, Garberville	N	Y	Y		1 - 23 GA bin County owned
#	County Department Name	Address	Current service Hard Drive Destruction		On-Site Service	Estimated Annual Spend	Notes
			Witness Pick Up	Cert of Dest			
1	Information Technology	839 4th Street	Y	Y	N	125.00 for both	location pick up
2	DHHS Information Technology	600 W. Clark	Y	Y	N		gross weight approximately 1,500#



# SHRED AWARE PROPOSAL



**SHRED AWARE PROPOSAL  
FOR CONFIDENTIAL MATERIALS  
SHRED SERVICE FOR  
COUNTY OF HUMBOLDT**

**REQUEST FOR PROPOSAL #14-200-RP**


**11 MAY 2015**

RFP SIGNATURE AFFIDAVIT	
NAME OF FIRM:	Shred Aware LLC
STREET ADDRESS:	2237 3rd Street
CITY, STATE, ZIP	Eureka, CA, 95501
CONTACT PERSON:	Kyle Visser
PHONE #:	(707) 822-4022
FAX #:	(707) 822-4022
EMAIL:	Kyle@Shredaware.com

Government Code Sections 6250 ~~et seq.~~, the "Public Records Act", defines a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

  
Signature

Title Owner

Name (type or print) Kyle Visser

Date 05/11/2015

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #      Addendum #      Addendum #      Addendum #

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S. Attachment 9: Shred Aware Business License	Page 30



### **C. Corporate/Company/Agency Profile**

#### **1. Company Name and legal status.**

Shred Aware LLC

#### **2. Company overview of services performed.**

##### **a. History:**

Shred Aware was founded in 2009 by 3<sup>rd</sup> generation Humboldt County resident, Kyle Visser. It is currently owned by Kyle Visser and his wife, Natalie Visser.

##### **b. The number of years in business under the present business name, as well as prior business names:**

The Company was founded under the name Shred Tec in January of 2009. In September of 2014 the company's name was changed to Shred Aware as a result of a conflicting trademark with a shred truck manufacturer, Shred-Tech.

##### **c. Number of years' experience providing the proposed, equivalent services.**

Shred Aware has over six years' experience offering information destruction services to businesses and residents in Humboldt and neighboring Counties.

##### **d. Company size – number of staff, proposed number of staff to provide services.**

Excluding owners, Shred Aware currently employs 15 individuals. With owners 17.

##### **e. The physical location address of all facility(s) from which the work under this contract will be provided and the staff allocation at that facility(s).**

Shred aware currently operates one facility located at 2237 3<sup>rd</sup> St, Eureka, CA 95501.

##### **f. Detail any fraud convictions related to public contracts and the date of the conviction; detail of current or prior debarments, suspensions and other ineligibility to participate in public contracts (if applicable).**

Neither Shred Aware nor any of its employees or owners have ever had any involvement in fraud or anything that would render the company ineligible to participate in public contracts.

##### **g. Detail any federal or state violations of industry or regulatory requirements (if applicable).**

Shred Aware has no Federal or State violations of industry or regulatory requirements.

#### **3. Whether the Proposer holds controlling or financial interest in any other organizations, or is owned or controlled by any other person or organization. If none, that must be stated.**

Shred Aware owners do not hold any controlling or financial interest in any other organizations. Shred Aware is not owned or controlled by any other person or organization.

### **D. Description of Services**

#### **1. Provide a description of how the services below will be performed.**

##### **a. Proficiency to meet County Department needs, see Exhibit A, County Location and Service List.**

Meeting the needs of this RFP will not be an issue for Shred Aware. Shred Aware currently works with several very large organizations locally, one of about the same size as this RFP. Shred Aware has the capacity to very easily serve the needs of the County while maintaining the flexibility to offer the best service available. Shred Aware is located in Eureka, CA, and is within very close proximity to most of the proposed locations for service. Additionally, those locations further from the Shred Aware Facility are in areas we service regularly.

##### **b. Exact description of destruction process.**

For Onsite Service:

- For onsite service, all Customer material is destroyed via Shred Aware's onsite shred truck at the Customer's location.
- If Customer's material is in a 64 gallon bin, it will be wheeled out to the onsite shred truck. If it is in any other bin type, box, bag, etc, it will be placed into a 64 gallon bin for destruction. The bin will then be positioned at the truck for destruction and shredded onsite.
- The bin is lifted in the covered "shred tunnel" that pulls out from the side of the truck. The bin is tipped into the shredder located inside the truck. A camera is located inside the shredder and the customer is welcome to watch all material as it is shredded.
- All materials taken into the company's custody will be destroyed at Customer's site before proceeding to any other location and may be witnessed by county employee.
- All materials to be destroyed are always attended by an authorized Shred Aware employee while in the custody of the company before they are destroyed. Collection containers with confidential media will never be left unattended, even if they are locked.
- All shredded material will remain inside the locked truck until it is delivered back to Shred Aware's secure warehouse in Eureka to be baled. These bales will be stored in Shred Aware's locked and secure facility until they are loaded onto a covered semi-truck and delivered directly to a mill for recycling.
- Shred Aware will include a customer Certificate of Destruction directly on the customer invoice.

**For Offsite Service:**

- With offsite service, Shred Aware will pick up the Customer's bin, load it onto our truck, and deliver it to our secure facility in Eureka for destruction.
- All bins are locked before being placed into the company truck. Loose boxes and bags may be placed in the back of the truck and the Company truck will always be locked when unattended.
- Customer material will be unloaded in the warehouse and generally stored in locked containers until destruction, unless originally picked up or delivered to Company in a box or bag.
- All material will be destroyed within three (3) business days, unless it is defined as a purge, in which case it will be destroyed within fifteen (15) business days. By Shred Aware's definition, a purge is an information destruction project that equates to or is more than:
  - ten (10) boxes or fifteen (15) 64 gallon bins of paper, or
  - fifty (50) lbs of ewaste or ten (10) hard drives
- Sometimes it may not be possible to destroy all customer material in this given time frame. If it is foreseen that all material will not be destroyed within the allotted amount of time, Company will contact Customer to notify them of an extension.
- Materials are passed over a sorting table and inspected by Access Individuals before being sent directly into the shredding machine. Any material that is not reasonably assumed shreddable or may be damaging to Company equipment, such as trash, metal, or other waste products will be removed.
- Shred Aware will include a customer Certificate of Destruction directly on the customer invoice.

**c. Ability to comply with individual County Department security screenings and meet their service needs.**

Shred Aware works with hundreds of businesses and organizations with varying security and process requirements, many of which require our staff to hold specific licenses and permits, or follow specific directions before handling their confidential material. As a result of Shred Aware's NAID AAA Certification, rigid security procedures, and flexibility as a customer-centered company, meeting any specific service needs of each County Department will not be a problem.

**d. Flexibility and policy to add additional locations as needed.**

Being a local company with its facility within close proximity to all proposed county locations, Shred Aware is able to be extremely flexible to all of the County's needs. Additional locations or bins may be added to the account by simply contacting Shred Aware. A new Schedule 1 (which is simply a list of all locations, bin types, prices, and bin quantities associated with the Customer's contract) will be created



and must be signed by a representative of the Customer. If a pickup is urgently needed, Shred Aware can drop off or service a bin prior to signing a new Schedule 1, as long as the proper clearance from an appropriate County representative (Purchasing Agent) has been given. As stated in the RFP Section 6.0 Shred Aware understands "that Contractor service agreements are primarily for the convenience of Contractor and individual County departments in documenting numerous service quantity needs that may change on short notice and for which a formal amendment to the umbrella agreement is not feasible."

**e. Container size list.**

This proposal includes service for County-owned 23 gallon containers (as stated on Exhibit A in County's RFP 14-200-RP), as well Shred Aware-provided 64 and 32 gallon containers. The latter two containers are pictured below on the left side. For an additional cost other bins may be added. All Shred Aware containers are lockable and have slots for inserting documents which will not allow someone to reach their hand in. Paper material collected in shred bins does not need to be bagged or prepped in any way. More detail on containers is available on the Shred Aware Website at <http://shredaware.com/containers-0>.



64 and 32 Gallon Bins



Slimboy, 30" and 27" Bins



24" and Personal Document Container Bins

BIN SPECIFICATIONS				
Bin Type	Capacity	Width	Depth	Height
64 Gallon	200 lbs	23"	29"	42"
32 Gallon	100 lbs	19.5"	21.5"	38"
Slim Boy	70 lbs	21.5"	16"	36"
30" Shreddinator	50 lbs	20"	11"	30"
27" Shreddinator	40 lbs	20"	11"	27"
24" Shreddinator	30 lbs	20"	11"	24"
PDC	30 lbs	12"	16.75"	13.25"

Shred Aware will provide at least one key to county department contact upon placement of shred bin. More keys may be provided as requested. County may specify whether on or offsite shredding services are required for each department. There is no pricing difference between on or offsite shredding services with the exception of minimums outlined in pricing for hard drives in Section E. Cost Proposal.

**f. Method of container repair or replacement.**

Shred Aware's facility is located in Eureka, and as a result replacing or repairing containers is as simple as calling the office. Typically, Customers will be serviced the same day or the following day, but no later than one week from the date Shred Aware is notified.



**g. Time requirements to ramp up and achieve full performance.**

Depending on how many bins the County may need at the commencement of service, Shred Aware may need to order additional bins. While Shred Aware keeps many additional bins in stock, at most, service may be delayed by perhaps a week while extra bins are ordered and shipped. As soon as Shred Aware is informed of the number of bins necessary to service all of the County's locations, an order of any additional bins will be placed immediately to prevent delay of service. Shred Aware is available to begin service of County-owned bins immediately.

**2. Describe Proposer's specific management expertise to ensure satisfactory contract performance.**

**a. Describe in detail your expected communication channels between your Company and the County to ensure that services are performed to the County's satisfaction. Include resolving problems that may be encountered.**

Shred Aware typically communicates with customers via phone or email. All interactions are documented under the Customer's account for quality control purposes. All employees are instructed to keep detailed notes on who they spoke with and when to make sure that communication errors between both parties and within the Shred Aware office are avoided. Because Shred Aware is a small company, typically anyone from the office is able to answer general questions or provide help should a customer call in. However, two employees will be specifically assigned to the County's account to handle all of their needs and simplify levels of communication. Should a problem arise, all interactions will have been documented and hopefully can be resolved quickly and simply. Kyle Visser (Owner) will make himself available to solve any larger problems that may arise. Overall, Shred Aware is a very customer-service oriented business, and the preference is always to err in favor of the customer.

**b. Provide your Company policies regarding HIPAA requirement compliance.**

Shred Aware is a NAID AAA Certified company. NAID integrates all current Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBAA), the Fair and Accurate Credit Transactions Act (FACTA) and other laws and regulations associated with information destruction requirements into its requirements for certification. Shred Aware employees are rigorously trained and tested (both upon hire and on an ongoing basis) on all NAID requirements and as such, all aspects of the company comply with HIPAA regulations.

**c. Provide your Company safety regulations, policy and procedures.**

All warehouse and truck-driving employees are trained and regularly tested on Shred Aware's safety policies and procedures. Basic training includes topics such as proper lifting procedures, forklift operation and safety, and all specific procedures to operate various heavy machinery (such as both of Shred Aware's shredding machines and baler). The onsite shred truck is equipped with built-in safety mechanisms. For example, the door of the box on the truck must be locked in order for the shredding machine to turn on. Shred Aware's driver is extensively trained on safe driving techniques and how to appropriately maneuver and park the truck. The driver also must be trained and tested on safety procedures for operating the shredder onsite, such as making sure the shredder is clear before beginning, watching for items that may damage the machine, etc. Drivers wear clearly identifiable Shred Aware attire and a photo ID badge to distinguish them as Shred Aware Employees as required by our NAID AAA Certification. Safety goggles and gloves are required for anyone working in warehouse and safety goggles must be worn at all times by anyone entering the warehouse area.

**3. Describe the Proposer's technical capabilities for this service. Indicate whether or not the Proposer will be subcontracting portions(s) of the work. If so, provide the name of the subcontractor and the portion of the work which will be subcontracted.**

Shred Aware specializes in secure, customized shredding solutions for large and small organizations and has the ability to securely dispose of the County's confidential material while still operating at far under capacity for our equipment. Shred Aware will not need to subcontract any portion of this service, as all proposed locations are within very close proximity to the Company's facility.



# PROPRIETARY INFORMATION

## **4. Value added services. Address innovations and procedural enhancements that may add value to the proposed service.**

Shred Aware's local presence provides an added measure of security over out-of-town companies: Most trucks for out of the area shredding companies travel so much distance and must service so many customers to make their trip profitable, that they frequently dump their shredded material from their truck before returning to their processing facility. Most facilities which receive this material have it dropped off outside, so shredded paper can easily be blown away by wind, or stuck to the tires of vehicles passing through the facility. In contrast, Shred Aware empties all of its shredded paper each day at its own secure and indoor warehouse. Paper is baled (compacted) and stored inside the locked and secure facility until it is loaded into a covered semi-truck. This truck travels straight to the pulping mill in central California where it is de-inked and recycled. In short, Shred Aware's security procedures don't end as soon as the paper has been shredded. Instead, material stays secure throughout every step of the process.

Being local not only affects Shred Aware's security advantages, but it's convenience advantages as well. Because the facility is so close to all of the County's proposed locations, response time is significantly reduced. With a staff that is well cross-trained and two trucks available to run routes, Shred Aware is often able to be at a customer's location the same day as a customer calls. Response time is never longer than one week from a customer's request for pickup. Additionally, being local allows Shred Aware to offer convenient benefits to services, such as removing boxes after a purge. Many out-of-town companies are unable to offer convenience service such as this, as they do not have enough room in their trucks to do so, so they must shred the contents and leave the boxes behind.

Many of Shred Aware's customers prefer the company's service for its straight-forward way of operating; costs are flat rate and will never contain any hidden fees, surcharges, or bin rental costs. Instead, Shred Aware only asks a flat rate charge per pick up of each bin. Additional charges tend to be commonplace within the shredding industry, and Shred Aware is committed to making service more simplistic and straight forward.

Shred Aware's services expand beyond paper shredding as well. As an extremely versatile company, Shred Aware is also NAID AAA Certified to destroy other types of media, both onsite and offsite. This includes Paper and printed media, blue prints, X-Ray (additional charge if not separated), pill bottles (plastic only, no glass), hard drives, CDs, floppy discs, VHS tapes, cassette tapes, compact discs, film, negatives, flash drives (thumb drives), transparencies, ribbons, and similar items. Shred Aware is always willing to consider shredding other types of confidential media in addition to what is listed, and is proud to be one of the only companies that is able to shred electronic media onsite.

The only type of material for which Shred Aware is not NAID certified to destroy is microfiche or microfilm. Shred Aware's machines can shred microfiche, but due to the small size of the material, both machine's blades are technically too large to qualify for certification of it.

Shred Aware is also available to pick up non-confidential electronic material, such as computer towers, printers, wires, CRTs, and other electronics that do not need to be shredded.

## **5. Sustainable operation and products. The County is a member agency of Humboldt Waste Management Authority and participates in annual reporting to the State of California regarding waste reduction practices. Detail any earth-friendly policies and practices your Company has implemented or plans to implement during the contract performance period to help minimize adverse environment and health impacts associated with its business operations. Examples of desired certifications include Energy Star, Green Seal, EcoLogo, EPRA, and LEED.**



As a Certified Green Business through Plan It Green, Shred Aware's carbon footprint is among the lowest possible, and it was the first Eureka-based business to earn this certification. All material which can be recycled is recycled after being properly destroyed. This includes everything from paper, to electronics, to X-Ray.

Shred Aware has received the following recognitions:

- First certified Green Business in Eureka. Certified by Plan It Green in 2013.
- Green Business of the Year, Arcata Chamber of Commerce, 2012

Shred Aware works with multiple local businesses that are extremely environmentally conscious, and utilize this shredding service as a green alternative. For example, one customer with which Shred Aware frequently works requires a report of how much paper, electronics and other materials have been shredded/recycled throughout the year, in order to calculate how much material has been diverted from landfills. Each year, Shred Aware is happy to provide these numbers to this customer as well as any other customers who would like to demonstrate the scope of their recycling efforts.

**6. Disaster recovery. Submit a draft Disaster Recovery Plan outlining solutions for potential staffing shortages, power outages, system crashes, road closures, or facility shutdown, with procedures to ensure continued contract performance in the event of disasters such as fire, flood and earthquake. Examples include backup personnel and other resources, alternate facilities, etc.**

While Shred Aware has never yet encountered a problem with outages, breakdowns, or staffing shortages so severe that they have affected customer service. Proper plans and procedures are in place should such incidents occur.

Shred Aware's warehouse is primarily staffed with employees with developmental disabilities who are employed through HCAR. HCAR has many individuals already hired and screened that would be available to fill in in the event of a staffing shortage. Additionally, Shred Aware has a close relationship with Sequoia Personnel Services, who are able to provide temporary warehouse and administrative employees if necessary.

One of Shred Aware's largest failsafes is its employee cross training. Not only do staff from each position often know how to cover different aspect of their coworker's jobs, but cross training at Shred Aware is far reaching; multiple office staff are also trained in warehouse and driving procedures and are able to fill in during times of need and vice versa.

Shred Aware always keeps several qualified truck drivers on staff and owns two trucks. Should one truck break down, there is a back up available. Additionally, Shred Aware keeps contact with other companies and individuals that have a trucks available for lease in emergencies.

Because Shred Aware's facility is so close to the County's proposed pick up locations, road closures should not pose a problem; there are plenty of alternative routes to each location.

Should an outage occur at Shred Aware's shredding facility, or a situation happen that renders the facility unable to be utilized, Shred Aware's onsite truck can perform all necessary pick ups. Connections are kept with other local facilities that would be willing to process and ship shredded paper to a mill if the Shred Aware facility was shut down due to fire, flood, earthquake, etc.

If roads out of the area were affected or closed that blocked Shred Aware's bale-carrying trucks way to the mill, relationships with back up recyclers and mills are maintained, allowing bales to be transported on alternate routes and locations based on what is unaffected by road closures.



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All of Shred Aware's data is backed up on the servers of Tensor IT, their local IT company. Should Shred Aware's systems fail, all information is still available and accessible.

Of course, all Customers would be notified immediately should a disaster occur that would affect or change their service in any way.

## 7. Describe exceptions, deviations, and clarifications pertinent to the service that may assist in the evaluation of your proposal

Section 7.2 of the RFP states: "Contractor shall have the ability to cross-cut shred whole sheets of white or colored paper of any size into 5/8" shredded paper with additional steps to create unreadable, indecipherable shred that cannot be reconstructed. List Contractor steps to support this requirement."

The following is a statement from Shred Aware Owner, Kyle Visser, regarding the above excerpt:

"I have spoken with Bob Johnson, the CEO of the National Association of Information Destruction (NAID), to provide a credible request to deviate from this requirement. I have attached his letter to this proposal (**Attachment 1**).

NAID is a worldwide organization and the largest and most renowned organization of its type that set the standards for the information destruction industry. Through their voluntary certification program, they assure that certified companies not only meet all current laws and regulations, but hold themselves to the highest standard of security in the industry. They lobby for stronger data protection laws and regulations and Bob Johnson has personally drafted legislation for data protection which is used as official legislation in several states. I can think of no one else in the world more knowledgeable on data protection and destruction laws regulations.

Our onsite shred truck is a pierce and tear machine that shreds paper at a maximum width of 3/4 inch and maximum length of 2.5 inches. Our offsite shredder (located in our warehouse in Eureka, CA), shreds at a maximum width of 5/8 inch and an indefinite length. The County is requesting that their service provider destroy material with a cross-cut shredding machine. While our onsite shredder is not technically a "cross-cut machine" it does control and limit the length and width of the paper being shredded as does a "cross-cut machine". Additionally, Shred Aware takes many other steps to assure the security of shredded material even after it has been destroyed. Unlike many other shredding companies we house all our shredded material inside our facility until it is ready to be shipped to a pulping mill to be de-inked, as we have described in Section D. 4. We feel our NAID AAA Certification, in house baling process, mill direct shipping, surveillance and security systems, and rigid compliance with all laws and regulations demonstrate just how secure and confidential our operations are.

I am a Certified Secure Destruction Specialist. This means I have been trained, tested, and authorized by NAID to consult with, and write data destruction policies for organizations. These policies mandate how material should be handled while in use and later destroyed to ensure compliance with applicable laws and regulations. I am one of only a handful of individuals in California with this Certification, and as such I have been educated on the highest standards of security available within this industry. As such, despite our particle size, I am confident our operation is just as secure (if not more so) than what the County is requesting.

In short, we request an exception to Section 7.2's particle size requirements on the basis that, we believe our procedures we go above and beyond to assure that your material remains safe and secure through every step of the process that follows."

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## E. Cost Proposal

Contractor Cost Proposal shall represent the costs involved for the entire five year Agreement term.

Proposer agrees that the price quotes are the maximum they will charge during the term of any agreement awarded. The unit cost shall include all taxes and all other charges and is the cost the County will pay for the five (5) year term of any Agreement that is a result of this proposal.

Volumes listed in Exhibit A are annual estimates based on past usage only and are not to be construed as a commitment.

Based on the figures provided by the County in The County Location and Service List, Exhibit A, Shred Aware will offer shredding service that will not exceed \$19,022.35 per year with no percentage increase each additional year. This Maximum Annual Spending Rate is based on the following assumptions:

- The County will provide 112—23 gallon bins at various locations, as proposed in Exhibit A.
- Shred Aware will provide 4—32 gallon bins and 53—64 gallon bins. These figures were calculated given what quantity and type of bins each remaining department (that does not provide their own bin) would need based on their estimated annual spending and volume as proposed in Exhibit A.
- Bins at all locations, unless otherwise stated in Exhibit A, will be picked up on a monthly basis ONLY.
- It is estimated that the County will produce 500 banker boxes (1.2 cubic foot boxes) of paper to shred throughout the year, in addition to the bins mentioned above.

The Maximum Annual Spending Rate per year is based on the following prices per individual container pick up:

Bin Size	Price per container per pick up
23 Gallon (County-Provided)	\$6.09
32 Gallon	\$7.72
64 Gallon	\$14.42
Medium Sized (Banker) Box (1.2 cubic feet)	\$3.67

The County will be billed on a monthly basis. This bill will be calculated based on the quantity of bins and purging boxes picked up within that month. Given the assumptions above, service amounts will not exceed \$19,022.35 per year. Should the County require fewer pick ups than proposed or less boxes to purge, spending will decrease. Shred Aware will not increase rates over time.

	Year 1	Year 2	Year 3	Year 4	Year 5
Maximum Annual Spending Rate	\$19,022.35	\$19,022.35	\$19,022.35	\$19,022.35	\$19,022.35

Shred Aware requests that departments with locations that are close to one another or located in the same building be picked up at the same time, to reduce cost.



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There are no additional charges for paper clips, staples, etc. There is no need to separate these items from paper. For shredding containing excessive amounts of binders there is a \$0.30 per box, \$0.63 per 23 gallon bin, \$0.86 per 32 gallon bin, and \$1.71 per 64 gallon bin increase. Several in a bin is ok but to shred entire loads of binders takes sorting so costs must be increased.

Shred Aware asks that all bins are stored indoors.

## Other Service Pricing Outside of this RFP:

**Hard Drives:** In order to shred the hard drives onsite Shred Aware requires at least 10 drives per visit. Hard drives can be extracted from computers for an additional \$1.00 per drive. Shred Aware can offer bulk rates when shredding several hard drives per stop. These are reflected as follows:

Quantity	Price per drive
1 to 2	\$10.52
3 plus	\$9.78

## Other Electronic Media:

Pill bottles (plastic only), hard drives, CDs, floppy discs, VHS tapes, cassette tapes, flash drives (thumb Drives) Compact discs, film negatives, Microfiche, Other Tapes, Transparencies, ribbons can all be shredded for \$2.00 per pound. CDs and Floppy Discs may be combined together, but all other materials will need to be separated. They can be placed in a container as long as they are bagged or boxed separately. This is due to some materials being unrecyclable if improperly combined.

**X-Ray:** X-Ray can be very labor intensive due to sorting because the X-Ray, paper and any plastic that may be housing X-Ray must be separated for recycling purposes. For this reason Shred Aware prices X-Ray shredding as follows:

- Clean X-Ray (nothing to be sorted): \$0.25 per lb
- Large X-Ray in Jacket (in file folders): \$0.75 per lb
- Small X-Ray in Jacket (in plastic casing—typically Dental X-Rays): \$1.60 per lb.

Please note that X-Ray may be delivered to a partnering NAID certified company for final destruction. If this happens, the Customer will be notified beforehand.

## Non-confidential electronic material (electronic material that does NOT need to be shredded):

There is no charge for picking up other electronic media as long as Shred Aware will also performing a service that may be billed (paper, hard drives, etc.).

**Note:** All electronic media, to be shredder or otherwise, must be delivered to Shred Aware in containers separate from paper. Shred Aware is happy to drop off additional bins for electronic media.

## F. Proposer Document Examples

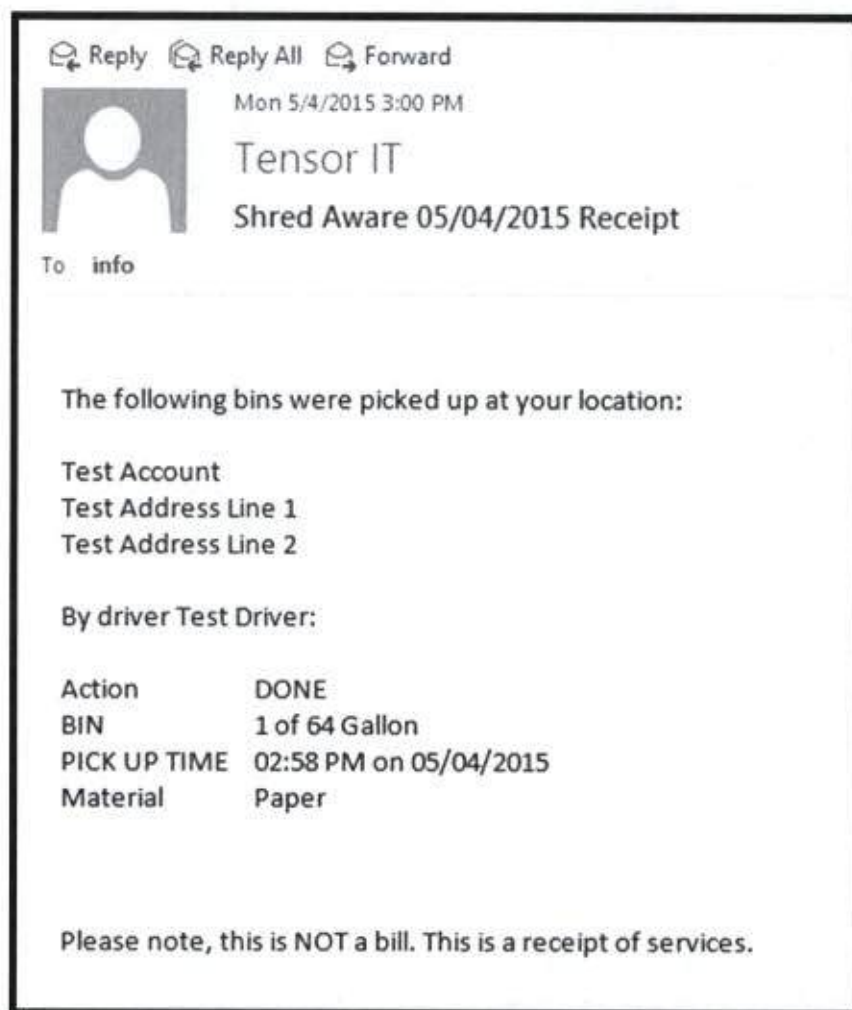
Proposer shall submit a sample invoice, a sample service agreement, a sample certificate of destruction and any other pertinent document with narrative explanations that will be used to facilitate the terms and conditions of this RFP.



Shred Aware bills all customers at the end of each month, unless otherwise requested. Each invoice contains a certification of destruction for all material picked up that month, the pick up date(s), destruction date(s), type and quantity of bins, rate per bin, total amount due, and payment terms. Should the Customer request more necessary information, such as the physical address that the bin was picked up, purchase order numbers, etc, Shred Aware is more than happy to accommodate. Please find a **Sample Invoice** attached (**Attachment 2**). Please note that payment terms listed on the sample invoice are negotiable based on the customer's specific needs.

Attached is a sample **Schedule 1 (Attachment 3)** and a sample **Standard Shred Aware Contract (Attachment 4)**. Shred Aware understands that the County is not a typical customer and is very open to altering this contract in any way necessary.

Each time Shred Aware performs a pick up an automatically-generated electronic receipt will be sent to any email address the customer desires. It contains the name of the business and their physical address, the type and quantity of bins picked up, the date and exact time of the pick up, the type of material that was picked up (typically, paper), and the name of the driver who performed the pick up. The following is an example of the emailed electronic receipt:



**G. Credentials/Resumes/Certifications/Licenses**

This section shall state the person(s) responsible for administering or providing the services. Identify the individual and include his/her position, responsibilities, and qualifications/experience.

**Provide the name, position, phone number, and email address for the person(s) responsible for the day-to-day customer service. This contact person will be given to County Departments as their contact for customer service:**

When any representative calls into the Shred Aware office, they will either speak with Nicea, our Office Assistant/Sales Rep, or Shannon, our Office Manager. Either employee will be able to assist with most inquiries. Additionally, Shred Aware's Owner, Kyle Visser will also be available to assist the County.

The following are the credentials and contact information of Shred Aware individuals with whom the County may interact on a regular basis:

**Kyle Visser**—Shred Aware Owner and Founder

Certified Secure Destruction Specialist (CSDS), Bachelor of Science in Business Management, Minor in Economics, Humboldt State University, 2013. Graduated with Honors.

Email: kyle@shredaware.com

Phone/fax: 707-822-4022

Primary Responsibilities: Oversee employee and customer interaction, sales, overall training, back-up for all positions

Please See **Kyle's CSDS Certification** attached (**Attachment 5**)

**Shannon Brewer**—Office Manager

Over 4 years' management and customer service experience

Email: shannon@shredaware.com

Phone/fax: 707-822-4022

Primary Responsibilities: Employee oversight, customer assistance, answering phones, scheduling and billing

**Paul Yzaguirre**—Customer Service Representative

Bachelor of Arts in Economics, Humboldt State University, 2014. Graduated with Honors.

Email: paul@shredaware.com

Phone/fax: 707-822-4022

Primary Responsibilities: Scheduling, sales, customer assistance, back-up driver

**Nicea Straton-Shea**—Office Assistant

Over 4 years' customer service experience

Email: nicea@shredaware.com

Phone/fax: 707-822-4022

Primary Responsibilities: Answer phones, sales, and customer assistance

**Daniel Hampton**—Primary Driver

Email: dan@shredaware.com

Phone/fax: 707-499-1729

Primary Responsibilities: Handling all customer pick-ups and in-the-field paperwork

**Shred Aware Certifications and Awards:**

- Business of the Year, Northwest Committee for employment of people with disabilities 2010
- Green Business of the Year, Arcata Chamber of Commerce, 2012
- First certified Green Business in Eureka. Certified by Plan It Green in 2013.
- Small Business of the Year, Eureka Chamber of Commerce, 2014
- NAID AAA Certification, beginning March 2014. See **Shred Aware's NAID AAA Certification for 2015** attached (**Attachment 6**).

Shred Aware is also an active member of the Chambers of Commerce in Eureka, Arcata, McKinleyville, Fortuna, Rio Dell/Scotia, Ferndale and Garberville.



### **More information about NAID AAA Certification:**

The NAID AAA Certification Program is a voluntary program for NAID member companies providing information destruction services. Applicants are audited for mobile and/or plant-based operations in paper or printed media, micromedia, computer hard drive destruction, and/or computer hard drive sanitization. Shred Aware's NAID AAA Certification ensures that the company is fully compliant with HIPAA, the Gramm-Leach-Bliley Act, FACTA, and all other acts and laws pertinent to the information destruction process.

- NAID sets the standards for the information destruction industry. NAID AAA Certification is a comprehensive audit program that helps organizations meet laws and regulations requiring protection of confidential customer information.
- NAID's certification program is recognized by thousands of private and governmental organizations around the world.
- NAID auditors have Certified Protection Professional accreditation from ASIS International.
- NAID auditors verify that protocols are in place to ensure the security of confidential material throughout all stages of the destruction process.
- An extensive, three-level background screening process verifies that no individual with a known history of related crimes will be handling confidential material.
- A comprehensive unannounced audit program means that certified companies may receive an unannounced audit on any day, at any time.
- The Certification Review Board tracks reports of non-compliance and takes immediate remedial action to bring companies back into compliance. Repeat or serious infractions will result in fines and may result in removal of certification.

### **H. Reference Data Sheet**

See Reference Data Sheet, Exhibit D attached (*Attachment 7*).

### **I. Evidence of Insurability/Business License**

See Evidence of Insurance (*Attachment 8*) and Business License (*Attachment 9*).

### **J. Exceptions to Proposed Umbrella Agreement Terms**

Shred Aware does not wish to request any exceptions to the Proposed Contract Terms.

## Letter from Bob Johnson

Kyle,

Regarding your question on particle size specifications, I first want to say that you are lucky to have customers that are so concerned about doing the right thing. Too many customers, don't take this seriously enough.

As to the particle size specification issue, however, please advise them that there are no data protection or data destructions regulations with the U.S., or anywhere in the world, that require the covered entity to destroy media to a specific particle size. HIPAA, GLBA, FACTA, Reg-SP and all other such regulations simply require the covered entity to reasonable measures to prevent unauthorized access or prevent media from being reconstructed or retrieved. Any reasonable attempt to prevent such access, including the use of a NAID Certified service provider, meet this threshold, as evidenced by the fact that hundreds of government offices currently require NAID certification of their destruction vendors.

In the end, with regard to the destruction of regulated personally identifiable information (PII) or HIPAA protected health information (PHI), particle size is solely determined by the covered entity, and is nowhere dictated under the law. From the clients perspective, any decision to require a particle size that is smaller than what is commonly accepted in the marketplace, would certainly cost them considerably more money to achieve, but would not enhance their compliance or their security to a corresponding degree.

I hope this helps. Please let me know if you or your customer have any questions.

Sincerely,  
Bob Johnson



# PROPRIETARY INFORMATION



PO BOX 2911, MCKINLEYVILLE, CA 95519

INFO@SHREDAWARE.COM PH/FAX: 707-822-4022

## Invoice

Bill To
Sample Customer Name
Sample Customer Address Line 1
Sample Customer Address Line 2

Date	Invoice #
5/1/2015	6745

Terms	Purchase Order #
Due on receipt	

Item	Quantity	Description	Rate	Amount
Certificate of Destruction		Shred Aware certifies that the following material was picked up and destroyed by the method of shredding. Shred Aware certifies that all material is shredded in accordance with state and local laws by authorized personnel.		
		Sample Customer Department Name Department Address:		
Pickup Date		15 April 2015		
Destruction Date		15 April 2015		
64 Gal	2	Pickup and shredding of a 64 gal bin	14.42	28.84
32 Gal Bin	1	Pickup and shredding of 32 gal bin	7.72	7.72
		Sample Customer Department Name Department Address:		
Pickup Date		16 April 2015		
Destruction Date		16 April 2015		
64 Gal	1	Pickup and shredding of a 64 gal bin	14.42	14.42
County-Provided 23 G...	2	Pick up and shredding of a County-provided 23 gal bin	6.09	12.18
		Sales Tax	0.00%	0.00
			<b>Total</b>	\$63.16

Late payments are subject to a fee of 8% of the total amount due.

# PROPRIETARY INFORMATION



## Schedule 1

PO BOX 2911, MCKINLEYVILLE, CA 95519

INFO@SHREDAWARE.COM PH/FAX: 707-822-4022

Date	Order #
5/11/2015	1317

Bill To
Customer Name Sample Customer Address Line 1 Sample Customer Address Line 2

Payment Terms
Due on receipt

Item	Description	Rate	Service Frequency	Quantity
64 Gal	Sample Customer Department Name Department Address:  Pickup and shredding of a 64 Gal Bin  SERVICE MUST BE ONSITE	14.42	Every 4 weeks	2
County-Provided ... 32 Gal Bin	Sample Customer Department Name Department Address:  Pick up and shredding of a County-provided 23 Gal bin Pickup and shredding of 32 Gal Bin  SERVICE MUST BE ONSITE Sales Tax	6.09 7.72  0.00%	Every 4 weeks Every 4 weeks	3 1

Additional fees: If Customer requests any services in addition to those set forth in Schedule 1 and Shred Aware provides such services, Customer will pay for such services at Shred Aware's then-current standard rates.

Customer Signature \_\_\_\_\_



# PROPRIETARY INFORMATION

## Confidential Document Destruction Agreement

This Confidential Document Destruction Agreement ("Agreement") is entered into as of this \_\_, day of \_\_, 2015 ("Effective Date") by and between ("Shred Aware LLC") having a place of business at 2237 3<sup>rd</sup> St, Eureka, CA 95501 ("Company") and \_\_, having a place of business at \_\_ ("Customer").

### 1. SERVICES

- 1.1 Services to be Furnished. Company will provide the services for the secure destruction of records ("Services") described on Schedule 1 attached hereto and made a part hereof. Company will furnish a Certificate of Destruction to Customer, which will be included on their invoice for payment, or upon request by Customer if invoice is not necessary. Services will be performed as indicated on Schedule 1. Customer may also request custom Services not set forth on Schedule 1, in which case Company will consult with Customer as to the terms and conditions of the Services requested.
- 1.2 Services to Affiliates and Subsidiaries. Customer's related, affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services shall be directed to and be payable by such affiliate or subsidiary.
- 1.3 Services by Third Parties. Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity.
- 1.4 Exclusivity. Company is the exclusive provider of services specified within this agreement. Customer agrees not to utilize the services of any other company which would compete with those specified herein. Customer agrees to retain Company on an exclusive basis at all facilities covered by this agreement for the term of this contract.

### 2. RESPONSIBILITIES

- 2.1 Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so, unless Company has been otherwise instructed in writing by Customer, and included as an amendment to this agreement.
- 2.2 Compliance with Contracts, Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances. In the event that there are subsequent changes or clarifications of statutes, regulations, or rules relating to this Agreement, Customer shall notify Company of any actions it reasonably deems necessary to comply with such changes and Company shall promptly take such actions. In the event that there shall be a change in the federal or state laws, rules, or regulations, or any interpretation of any such law, rule, or regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, either party may, by providing written notice, propose an amendment to this Agreement addressing the issues.
- 2.3 Cooperation and Assistance. Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder. Any restrictions with which Company must comply shall be disclosed by Customer and included within this agreement before agreement is signed. Changes made thereafter may be an additional cost to Customer.
- 2.4 Hazardous and Other Substances. Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, and pharmaceuticals, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material. Additionally, Customer shall not deliver to Company any material that is not reasonably assumed shreddable or may be damaging to Company equipment, such as trash, metal, or other waste products. If any such

Customer Initial: \_\_, Company Initial: \_\_



# PROPRIETARY INFORMATION

waste damages Company equipment as a result, Customer will be held responsible for the resulting expenses. Company is not responsible for any other material received, and it may be returned, recycled, reused, disposed of, or destroyed, all of which may be at an additional expense to Customer.

- 2.5 Performance of Services. All Services performed by Company will be in a professional manner described in the policies and procedures described in "Policies and Procedures: Customer Copy."
- 2.6 Material Descriptions. Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer.
- 2.7 Negotiable Items. Customer agrees to make Company aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travelers checks, or coupons will be sent to a single facility or destroyed in a single service where the total combined amount of said instruments will be in excess of \$100,000.
- 2.8 Customer Responsibility over Bins. When in their custody, Customer is responsible for the safety and condition of the bin they have been provided. All bins must be kept in conditions that will not harm their appearance or lifespan, or deem the material kept inside them unmanageable for Company (for example, leaving them outside, in the rain, or unlocked). Any material deemed reasonably unmanageable may be subject to additional cost as decided by Company. All bins must be returned to Company in good working condition with all provided keys. Anything that is not considered normal wear and tear (based on the average wear and tear of other customer's similar bins) will be billed to Customer. Until the bin has been picked up for destruction, Customer is liable for the bin remaining locked and kept in a safe area. Keys provided for bin are not to be duplicated. Upon request of Customer, a reasonable amount of extra keys may be provided by Company.
- 2.9 Other Materials. Company is not responsible for the destruction of boxes, bags, or other containers used to store or transport documents unless otherwise agreed upon. These materials may be recycled or disposed of, or reused by other individuals or businesses, unless otherwise agreed to herein.
3. **FEES AND PAYMENTS** - All standard charges for Services under this Agreement shall be as specified on Schedule 1. The Initial Term of this Agreement ("Initial Term") shall commence on the Effective Date, and shall continue for a period of \_\_\_\_ months. Thereafter, price adjustments shall be made only after thirty (30) days' prior written notice. For any service requested by Customer that is not listed on Schedule 1, the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable upon receipt of the applicable invoice. Customer shall also pay all applicable federal, state, local, use and other taxes relating to this Agreement or any services provided hereunder. Amounts due and not paid within thirty (30) days after invoice date are subject to a late fee of eight percent (8%) of the total amount due. If payment has not been received by Company in accordance with this Agreement, then Shred Aware may suspend all or any part of the services agreed to be provided to Customer until all payments that are due have been made.
4. **CONFIDENTIALITY** - "Confidential Information" means any information relating to Customer's property, business and affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own. However, Company may comply with any subpoena or similar order related to materials delivered to Company; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Company's reasonable costs for such compliance.
5. **TERM AND TERMINATION**
- 5.1 Term. This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 5.2, shall continue in effect for \_\_\_\_ months.
- 5.2 Termination. Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within sixty (60) days after written notice from the nonbreaching party. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company bins, keys, and other property kept at Customer's site, and



# PROPRIETARY INFORMATION

Company shall have no obligation to provide further Services to Customer. Written notice directed to Shred Aware must be delivered to PO Box 2911, McKinleyville, CA 95519 to be considered valid. In the event of a company name or address change, Company will notify Customer in writing.

## 6. CLAIMS AND DISPUTE RESOLUTION

- 6.1 Time for Presenting Claims. Customer must present any and all claims with respect to any Service to Company, in writing, via certified mail to PO Box 2911, McKinleyville, CA, 95521. All complaints must be received within (30) days of the incident on which the claim is based.
- 6.2 Arbitration. Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article 6, that cannot be resolved within fifteen (15) days by informal discussions between the parties, shall be resolved by submission to final, binding and nonappealable arbitration, without any right by either party to trial de novo in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be agreed upon and selected by the Customer and the Company within 30 days of the underlying dispute. In the case Customer and Company do not agree on an arbitrator, the American Arbitration Association shall select a single arbitrator.
- 6.3 Services during Arbitration. During any arbitration proceedings, Company shall continue to provide Services, and Customer shall continue to make payments to Company, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

## 7. LIABILITY AND WARRANTY

- 7.1 Limitation of Liability. Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable (including, without limitation, negligence, or strict liability) for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential, or similar damages arising out of or in connection with this agreement or the services to be provided hereunder, or for any claim made against Customer by any other person, regardless of whether the action is brought in tort, contract or any other theory.
- 7.2 Ownership Warranty. Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Company hereunder. Customer shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Company.
- 7.3 Company's Limited Warranty. Company warrants that its services shall be provided in a professional and workmanlike manner by personnel trained with respect to such services. **Except as provided in this paragraph, Company makes no representations or warranties of any kind, nature, or description, express or implied, with respect to the services to be provided herein, including, without limitation, any warranty of merchantability or fitness for a particular purpose.**

## 8. MISCELLANEOUS

- 8.1 Notices. All notices hereunder shall be in writing. Those notices sent to Customer shall be delivered to the address set forth above and those sent to Company shall be directed to PO Box 2911, McKinleyville, CA 95519.
- 8.2 Binding Nature and Assignment. The rights of Company hereunder may be assigned in whole or in part and the provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, beneficiaries, successors and assigns, but no change or division of ownership of the property or payments hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of Customer hereunder. No such change or division in the ownership of the property shall be binding upon lessee for any purpose until the first day of the month next succeeding the month in which such person acquiring any interest shall furnish evidence to lessee's satisfaction of such change, transfer or division of ownership. This Agreement shall be binding on Company and its respective successors and assigns. Except as permitted by Section 1.3 above. Customer may only assign this Agreement with the written consent of Company, which consent shall not be unreasonably withheld.



# PROPRIETARY INFORMATION

- 8.3 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.
- 8.4 Relationship of Parties. Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.
- 8.5 Entire Agreement. This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by Customer and Company.
- 8.6 Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein.
- 8.7 Severability and Survival. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. The obligations of the parties with respect to the Confidential Documents shall survive the Termination of this Agreement.
- 8.8 Indemnification. Each party will indemnify and hold harmless the other party to this Agreement from and against all claims, losses, liabilities, costs, and other expenses incurred as a result of, or arising directly or indirectly out of:
- (a) Any misrepresentation, breach of warranty, or non-fulfillment of any undertaking on the part of the party under this Agreement; and
  - (b) Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the parties' performance under this Agreement.
- 8.9 Amendments. By mutual consent of the parties, this Agreement may from time to time be modified or amended in writing, and such written modification signed by the parties shall be attached to and become part of this Agreement.
- 8.10 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized representative as of the Effective Date first set forth above.

## CUSTOMER/Covered Entity:

## COMPANY/Business Associate:

Company: \_\_\_\_\_

Company: Shred Aware LLC

Name: \_\_\_\_\_

Name: Kyle Visser

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Owner

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

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

Customer Primary Contact Name: \_\_\_\_\_

Customer Primary Contact Email Address: \_\_\_\_\_



# The National Association for Information Destruction



This is to certify that

*Kyle Visser*

Has successfully achieved the designation

*Certified Secure Destruction Specialist*

on

*April 3, 2014*

NAD Chief Executive Officer

CSDS Program Administrator

# Shred Aware LLC

## Eureka, CA

HAS ACHIEVED CERTIFICATION FROM THE NATIONAL ASSOCIATION FOR INFORMATION DESTRUCTION

FOR

### Mobile & Plant-based Operations



ENDORSED MEDIA DESTRUCTION FOR

Paper/Printed,  
Computer Hard Drive &  
Non-Paper

April 1, 2015 thru March 31, 2016

VALID

*Katie M. Anony*

NAID DIRECTOR OF CERTIFICATION



# PROPRIETARY INFORMATION

Exhibit D Humboldt County RFP #14-200-RP

Submit With RFP

## REFERENCE DATA SHEET

Provide a minimum of three (3) current references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County, preferably in California. Previous business with the County does not qualify.

<b>NAME OF FIRM:</b>	Redwood Capital Bank		
<b>STREET ADDRESS:</b>	402 G Street		
<b>CITY, STATE, ZIP</b>	Eureka, CA 95501		
<b>CONTACT PERSON:</b>	Jennifer Budwig	<b>EMAIL:</b> jbudwig@redwoodcapitalbank.com	
<b>PHONE #:</b>	707-444-9817	<b>FAX #:</b> 707-444-9846	
<b>Product(s) and/or Service(s) Used:</b>	Document Shredding		
<b>NAME OF FIRM:</b>	Renner Petroleum		
<b>STREET ADDRESS:</b>	1100 W. 14th Street		
<b>CITY, STATE, ZIP</b>	Eureka, CA 95502-4868		
<b>CONTACT PERSON:</b>	Mike Renner	<b>EMAIL:</b> tkingshill@rennerpetroleum.com	
<b>PHONE #:</b>	707-443-1645	<b>FAX #:</b> 707-443-0175	
<b>Product(s) and/or Service(s) Used:</b>	Document Shredding		
<b>NAME OF FIRM:</b>	Humboldt Open Door Health Centers		
<b>STREET ADDRESS:</b>	670 9th Street, Suite 203		
<b>CITY, STATE, ZIP</b>	Arcata, CA 95521		
<b>CONTACT PERSON:</b>	Alan Unmack	<b>EMAIL:</b> aunmack@opendoorhealth.com	
<b>PHONE #:</b>	707-826-9926 x5283	<b>FAX #:</b> 707-826-9928	
<b>Product(s) and/or Service(s) Used:</b>	Document Shredding		





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: TH

DATE (MM/DD/YYYY)

05/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> California Meridian Insurance 509 J St., Ste 3 Eureka, CA 95501 Gary Harner		<b>CONTACT NAME:</b> Melanie Napoli <b>PHONE (A/C, No, Ext):</b> 707-269-4368 <b>E-MAIL ADDRESS:</b> melanie@ssins.biz <b>PRODUCER CUSTOMER ID #:</b> SHRED-1	
<b>INSURED</b> Shred Aware, LLC Kyle Visser PO Box 2911 McKinleyville, CA 95519		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Allied Group Insurance <b>INSURER B:</b> Markel Underwriters & Brokers <b>INSURER C:</b> U.S. Liability Insurance Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 19100	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	ACP-7844694804	09/28/2014	09/28/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
C	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SP1017596E	05/01/2015	05/01/2016	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROF LIAB					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPIOP AGG \$ 2,000,000
						PROF LIAB \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY		ACP-BA-7844694804	09/28/2014	09/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE					AGGREGATE \$
	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	MWC0005138-04	05/21/2014	05/21/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The County, its officers, officials, employees, and volunteers, are covered as additional insured with respects to their business.

**CERTIFICATE HOLDER****CANCELLATION**

County of Humboldt  
Attn: Risk Management  
825 Fifth Street Rm 131  
Eureka, CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# NOTEPAD

INSURED'S NAME Shred Aware, LLC

SHRED-1  
OP ID: TH

PAGE 2  
Date 05/12/2015

Kyle Visser - Owner is excluded from the Workers Compensation Ins. Policy.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: TH

DATE (MM/DD/YYYY)

05/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> California Meridian Insurance 509 J St., Ste 3 Eureka, CA 95501 Gary Harner		<b>CONTACT NAME:</b> Melanie Napoli <b>PHONE (A/C, No, Ext):</b> 707-269-4368 <b>E-MAIL ADDRESS:</b> melanie@ssins.biz <b>PRODUCER CUSTOMER ID #:</b> SHRED-1	
<b>INSURED</b> Shred Aware, LLC Kyle Visser PO Box 2911 McKinleyville, CA 95519		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Allied Group Insurance <b>INSURER B:</b> Markel Underwriters & Brokers <b>INSURER C:</b> U.S. Liability Insurance Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 19100	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	ACP-7844694804	09/28/2014	09/28/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
C	PROF LIAB		SP1017596E	05/01/2015	05/01/2016	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PROF LIAB \$ 1,000,000
A	AUTOMOBILE LIABILITY		ACP-BA-7844694804	09/28/2014	09/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS					\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/> Y N/A	MWC0005138-04	05/21/2015	05/21/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The County, its officers, officials, employees, and volunteers, are covered as additional insured with respects to their business.

**CERTIFICATE HOLDER****CANCELLATION**

County of Humboldt  
Attn: Risk Management  
825 Fifth Street Rm 131  
Eureka, CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# NOTEPAD

INSURED'S NAME Shred Aware, LLC

SHRED-1  
OP ID: TH

PAGE 2  
Date 05/12/2015

Kyle Visser - Owner is excluded from the Workers Compensation Ins. Policy.

# CITY OF EUREKA, CA

531 K STREET EUREKA, CA 95501-1165 PHONE (707) 441-4120

## BUSINESS LICENSE

KYLE & NATALIE VISSER  
SHRED AWARE LLC  
PO BOX 2911  
MCKINLEYVILLE CA 95519



LICENSE YEAR: 2015

LOCATION: 2237 3RD ST

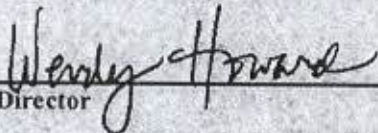
LICENSE TYPE: SERVICE

LICENSE NUMBER: 10100

ISSUED DATE: 1/01/2015

EXPIRATION DATE: 12/31/2015

This license is issued without verification that the licensee is subject  
to or exempt from licensing by the State of California.

  
Finance Director

### NOTICE

Any transfer, change of use or occupancy may require review by the City Design Review Committee. This review takes time. The committee meets twice each month. This license does not signify compliance with any regulatory codes of the City of Eureka, including but not limited to building, fire and zoning laws.

**THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE**



# EVALUATION SUMMARY

# HUMBOLDT COUNTY REQUEST FOR PROPOSAL #14-200-RP EVALUATION SUMMARY - SHRED AWARE

	RATER #1	RATER #2	RATER #3	RATER #4	RATER #5	RATER #6	RATER #7
PROPOSER QUALIFICATIONS - 90 points available	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN
Vendor agrees to sign and comply with County's HIPAA Business Associate	8	2	10	10	2	6	10
Current practices, processes and staff training for destruction	8	10	8	9	5	6	10
Vendor agrees to on-site inspections	8	2	10	2	2	10	2
Vendor references (see attached)	8	10	10	10	8	10	10
Service contact information	8	10	10	10	8	10	10
Invoice and payment terms	8	10	10	7	8	10	10
Vendor response regarding personnel meets or exceeds requirements	8	5	10	9	8	7	10
Vendor profile	8	10	10	10	8	9	10
Acceptable time requirement to ramp up and provide services	8	8	9	9	8	10	10
<b>Total</b>	<b>72</b>	<b>67</b>	<b>87</b>	<b>76</b>	<b>57</b>	<b>78</b>	<b>82</b>

	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN
SERVICE CAPABILITIES - 90 points available	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN
Vendor provides pick-up and on-site service	10	10	10	10	10	8	10
Service schedule can support all County locations see Exhibit A	8	10	10	8	10	10	10
Vendor acceptance of proposed umbrella Agreement (modifications required)	8	10	10	8	8	9	10
Vendor's process for collection, staging, transfer of custody, acceptance of	8	10	8	10	8	5	10
Ability to shred other media	8	8	10	10	8	9	10
Vendor provides acceptable locked containers and services County-owned	5	10	10	10	8	8	10
Vendor receipts and Certificate of Destruction meets County requirements	8	5	10	10	8	6	10
Vendor management related to performance	8	10	10	8	8	9	10
Vendor's disaster recover plan	8	8	8	8	5	7	10
<b>Total</b>	<b>71</b>	<b>81</b>	<b>86</b>	<b>82</b>	<b>73</b>	<b>71</b>	<b>90</b>

	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN
COST - 55 points available	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN	POINT VALUE GIVEN
Cost proposal meets RFP criteria requested	8	10	10	5	10	10	10
On-site versus off-site cost	8	10	10	10	10	10	8
Percentage adjustments for years 2-5 of contract	10	10	10	10	10	10	10
Payment incentive		2	10		10	10	10
Payment terms	8	8	10	7	5	10	10
<b>Total</b>	<b>34</b>	<b>40</b>	<b>55</b>	<b>32</b>	<b>45</b>	<b>50</b>	<b>48</b>

**TOTAL EVALUATION POINTS ALL CATEGORIES** 177 188 228 190 175 199 220 1377

% of Maximum points available

75	80	97	81	74	85	94	84
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# AGREEMENT

**AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
SHRED AWARE LLC**

This Agreement made and entered into this 13 day of August, 2015 at Eureka, California, by and between the County of Humboldt ("COUNTY"), a political subdivision of the State of California, and Shred Aware LLC ("CONTRACTOR"), a Limited Liability Corporation.

WHEREAS, COUNTY desires to obtain confidential materials shred services from CONTRACTOR and CONTRACTOR desires to provide such services to COUNTY,

NOW THEREFORE BE IT AGREED:

**1. DESCRIPTION OF SERVICES**

- 1.1 CONTRACTOR shall provide all the services described in Exhibit A. Services shall be provided in accordance with the prices listed in CONTRACTOR proposal. Exhibit A and proposal are attached hereto and incorporated herein by reference.
- 1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California. CONTRACTOR shall comply with COUNTY'S HIPAA Business Associate Agreement, a copy of which is attached hereto and incorporated herein as Exhibit B.
- 1.3 CONTRACTOR affirms that it is fully apprised of all the work to be performed under this Agreement and CONTRACTOR agrees it can properly perform this work at the prices stated herein.

**2. TERM OF AGREEMENT**

This Agreement shall commence upon execution by both parties and continue in effect for five (5) years, unless terminated earlier in accordance with Section 6 (TERMINATION). By mutual agreement, this Agreement may be extended for additional one (1) year terms at agreed prices by written amendment signed by both parties. CONTRACTOR shall commence performance upon execution of this Agreement by both parties and shall diligently and continuously perform thereafter.



### **3. COMPENSATION**

- 3.1 COUNTY shall pay CONTRACTOR for services performed in accordance with the prices set forth herein. The quantity of services shall be determined by individual Departments of COUNTY through Contractor service agreements as described in Section 4 (ADMINISTRATION OF AGREEMENT AND CONTRACTOR SERVICE AGREEMENTS). COUNTY shall have no obligation to purchase any specified quantity of services. Unless otherwise specifically stated herein, COUNTY shall not be responsible for payment of any of CONTRACTOR'S expenses related to this Agreement.

Bin Size	Price per bin per pick up
23 Gallon (County-Provided)	\$6.09
32 Gallon	\$7.72
64 Gallon	\$14.42
Medium Sized (Banker) Box (1.2 cubic feet)	\$3.67

- 3.2 CONTRACTOR shall be paid by COUNTY in accordance with the terms of payment described. Unless otherwise directed by county Purchasing Agent, CONTRACTOR shall submit invoices to departments within fifteen (15) working days of the last day of each calendar month. COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered.
- 3.3 Each invoice shall contain the following information: invoice number and date, remittance address, bill-to and ship-to addresses of ordering department/division, service date(s), unit price, price extension with an invoice total and all compliance language required for certified destruction records.
- 3.4 COUNTY'S obligation for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made. No legal liability on the part of COUNTY shall arise for payment beyond June 30 of each fiscal year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing, and this Agreement shall be deemed terminated and have no further force and effect.

### **4. ADMINISTRATION OF AGREEMENT AND CONTRACTOR SERVICE AGREEMENTS**

- 4.1 COUNTY'S Purchasing Agent or his designee shall administer this Agreement on behalf of COUNTY. The Purchasing Team shall serve as necessary as the liaison between CONTRACTOR and any county department utilizing CONTRACTOR'S

services pursuant to this Agreement, provided, however, that each department may determine its own service needs and pay for CONTRACTOR'S services.

- 4.2 Specific services requested and provided shall be documented on contractor service agreement forms. Agreements to establish a basic level of service for each department shall be approved by the Purchasing Agent or his designee. Subsequent service additions or deletions may be executed by the department.
- 4.3 CONTRACTOR understands and agrees that all contractor service agreements are subordinate to this Agreement and that all contractor service agreements shall be deemed to incorporate all the terms and conditions of this Agreement. Contractor service agreements shall not be construed as amendments to this Agreement or as authority for CONTRACTOR to increase the price of any product or service or to modify any term or condition of this Agreement. In the event of any conflict between a contractor service agreement and this Agreement, the terms of this Agreement shall control. CONTRACTOR understands and agrees that contractor service agreements are primarily for the convenience of CONTRACTOR and individual county Departments in documenting numerous service quantity needs that may change on short notice and for which a formal amendment to the Agreement is not feasible.

## 5. AMENDMENTS

- 5.1 No addition to, or alteration of, any term of this Agreement shall be valid unless made in writing and signed by both parties. The Humboldt County Board of Supervisors, COUNTY'S Purchasing Agent and his designee are the only authorized COUNTY representatives who may modify this Agreement.

## 6. TERMINATION

- 6.1 At any time and for any reason, COUNTY may terminate this Agreement upon thirty (30) days written notice to CONTRACTOR.
- 6.2 If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- 6.3 In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered under this Agreement through and including the effective date of termination.



**7. CONDUCT OF CONTRACTOR AND CONFLICT OF INTEREST**

- 7.1 CONTRACTOR covenants that it presently has no interest, including, but not limited to other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform COUNTY of all CONTRACTOR'S interests, if any, which are or may be perceived as incompatible with COUNTY'S interest.
- 7.2 CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 7.3 CONTRACTOR or its employees shall not offer gifts, gratuities, favors, or entertainment directly or indirectly to COUNTY officers or employees.

**8. SUBCONTRACTING AND ASSIGNMENT**

CONTRACTOR shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall not contract with any other party for furnishing any of the work or services under this Agreement without prior written consent of COUNTY. This provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement. This section shall not be applicable to service agreements or contracts or similar arrangements usually or customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support or professional services.

**9. LICENSING AND PERMITS**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9, Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Humboldt, and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**10. RECORDS AND DOCUMENTS**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or county agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by COUNTY. CONTRACTOR shall provide to COUNTY reports and information related to this Agreement as requested by COUNTY.

**11. NOTICES**

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Purchasing Team  
Humboldt County Courthouse  
825 5th Street, Room 112  
Eureka, CA 95501

CONTRACTOR: Shred Aware LLC  
2237 3<sup>rd</sup> Street  
Eureka, CA 95501

**12. RELATIONSHIP OF PARTIES**

It is understood that this is an agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

**13. COMPLIANCE WITH LAWS**

CONTRACTOR agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act.

**14. ENTIRETY OF AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition,



this Agreement shall supersede in its entirety any and all prior agreements of the parties.

**15. SEVERABILITY**

In the event that any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by any court of law, then each party shall be relieved of any obligations arising in such provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

**16. BINDING EFFECT**

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

**17. NO WAIVER**

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**18. ATTORNEYS' FEES**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

**19. JURISDICTION AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure sections 394 and 395.

**20. NONDISCRIMINATORY EMPLOYMENT**

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable federal and state laws to ensure that employment practices are non-discriminatory.

CONTRACTOR shall comply with United State Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

**21. HUMBOLDT COUNTY NUCLEAR FREE ORDINANCE COMPLIANCE**

CONTRACTOR certifies by its signature below that CONTRACTOR is not a nuclear weapons contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the forgoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

**22. HOLD HARMLESS/INDEMNIFICATION**

COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, officials, employees and volunteers, for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this Agreement by COUNTY, and CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its officers, officials, employees and volunteers for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this Agreement by CONTRACTOR.

**23. INSURANCE**

**23.1** This Agreement shall not be executed by COUNTY and CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof



that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

**23.2** Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR and any of its subcontractors shall take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of not less than one million dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned," "hired," and "non-owned" vehicles or coverage for "any auto."
3. Workers Compensation and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.
4. Insurance certificates:

County of Humboldt  
Attn: Risk Management  
825 Fifth Street, Room 131  
Eureka, CA 95501

**23.3** Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive General Liability Policy shall provide that COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards."
  - c. Is primary insurance as regards to County of Humboldt.
  - d. Does not contain a pro-rata, excess only, and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under **Section 11 (NOTICES)**. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this project, CONTRACTOR'S insurance is primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.



IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

Date: 13<sup>th</sup> Aug 2015

Authorized CONTRACTOR Signatures:

By: [Signature]

Print Name: Kyle Visser

Title: owner

Name of Corporation:

Shred Aware LLC

Date: 13<sup>th</sup> Aug 2015

Authorized CONTRACTOR Signatures:

By: [Signature]

Print Name: Natalie Visser

Title: Owner

Name of Corporation:

Shred Aware LLC

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

County Purchasing Agent:

\_\_\_\_\_  
Phillip Smith-Hanes

## EXHIBIT B

### COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT

#### Recitals:

- A. COUNTY, as a "Covered Entity" (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the "BUSINESS ASSOCIATE" (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

The parties agree as follows:

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.



- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.
- l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. **Obligations of Business Associate**

- a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to



a third party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.l. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents



or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

- g. **Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- h. **Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.



- i. **Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- k. **Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- l. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS



ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- n. **Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

### 3. Termination

- a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

- 4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

Date: 13<sup>th</sup> Aug 2015

Authorized CONTRACTOR Signatures:

By: [Signature]

Print Name: Kyle Visser

Title: owner

Name of Corporation:

Shred Aware LLC

Date: 13<sup>th</sup> Aug 2015

Authorized CONTRACTOR Signatures:

By: [Signature]

Print Name: Natalie Visser

Title: owner

Name of Corporation:

Shred Aware LLC