



# CORPORATE SUPPLY ARRANGEMENT for Document Destruction Services #CS-000909

THIS CORPORATE SUPPLY ARRANGEMENT is made the 2nd day of October, 2017

## **Stericycle ULC**

(the "Offeror")

HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AND THE PUBLIC SECTOR ENTITIES, ON THE TERMS AND CONDITIONS DESCRIBED BELOW.

## **THE OFFER IS AS FOLLOWS:**

### **DEFINITIONS**

1.1 In this Corporate Supply Arrangement:

- a) **"Administrative Fee"** means the administration fee described in Schedule "F", Section 6;
- b) **"Administration Requirements"** means those requirements set out in Schedule "F";
- c) **"Contract"** means the contract that is formed on receipt by the Offeror of a Draw Down for the Services described in the Draw Down, and which is on the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at <http://www2.gov.bc.ca/gov/content/government/s/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates>, as may be updated from time to time, and which includes as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E, F, H, I, J and K attached to the CSA, and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2 (c);
- d) **"Contractor"** means the Offeror who is in receipt of a Draw Down requesting the Services under this CSA;
- e) **"Corporate Supply Arrangement"** or **"CSA"** means this CSA;
- f) **"Draw Down"** means a written Draw Down issued by a Purchaser to an Offeror against this CSA for the provision of a specified quantity of Services at the prices set out in this CSA;
- g) **"Offeror"** means **Stericycle ULC** also identified as **Stericycle**;
- h) **"Offeror's Representative"** means the representative and designated back-up assigned by the Offeror to administer the CSA;
- i) **"Prices"** means the prices for the Services set out in Schedule "B" to the CSA;
- j) **"Province"** means Her Majesty the Queen in Right of the Province of British Columbia and includes Procurement Services and any ministries of the Province;
- k) **"Province Representative"** means a Procurement Specialist with Procurement Services, or such other individual designated from time to time by the Province to administer this CSA on behalf of the Province;
- l) **"Public Sector Entity"** or **"Entities"** means a broader public sector organization listed at the Procurement Services' website that has been qualified to issue a Draw Down against a CSA, and also such organizations as may be qualified and added to the list from time to time;
- m) **"Purchase"** means to order Services by way of a Draw Down against the CSA.
- n) **"Purchaser"** means the Province or a Public Sector Entity that has issued a Draw Down;
- o) **"Procurement Services"** means the Procurement Services Branch, Ministry of Technology, Innovation and Citizens' Services; and
- p) **"Services"** means those services described in Schedule "A".

1.2 All references to dollars, currency, and money must mean Canadian dollars (\$CAD).

- 1.3 Unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

### EXPIRY

- 2.1 This CSA will expire on **October 2, 2020** unless withdrawn in accordance with section 3.1 (F) or Section 9, or renewed by the Province for up to two additional one-year periods under the same terms and conditions. Pricing will be negotiated at the time a renewal is being considered. The Province has the right to not to agree to a renewal if the Province finds the pricing proposed for a renewal term by the Offeror to be unfavourable to the Province, at the sole discretion of the Province.

### CORPORATE SUPPLY ARRANGEMENT - GENERAL

- 3.1 The Offeror makes the offer set out in this CSA on the following understandings:
- a) the establishment of this CSA does not oblige the Province or any Public Sector Entity to authorize or order all or any of the Services from the Offeror;
  - b) a Contract is formed only on receipt of a Draw Down by the Offeror;
  - c) a Draw Down will form a Contract only for those Services in respect of which a Draw Down has been issued by a Purchaser, provided always that such a Purchase is made in accordance with the provisions of this CSA;
  - d) the Contract will be on the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at <http://www2.gov.bc.ca/gov/content/government/s/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates>, as may be updated from time to time, and will include as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E, F, H, I, J and K attached to this CSA and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2;
  - e) the Province and any Public Sector Entity each reserves the right to procure the specified Services by any other means, including the use of other agreements, or by other procurement or contracting methods;
  - f) the liability of a Purchaser will be limited to that which arises from a Contract made prior to the expiry date described in Section 2.1;

- g) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Purchases. The Province will promptly notify the Offeror of such action;
- h) any changes to this CSA are to be documented by way of a written addendum between the Offeror and the Province;
- i) the Offeror's Representative, and a designated back-up individual, will be available during the Province's normal business hours, and will have the authority to represent the Offeror with respect to all issues arising under this CSA;
- j) the Offeror will reimburse the Administration Fee in accordance with Schedule "F";
- k) if the Offeror offers a lower Price to others in the British Columbia public sector for substantially the same services and terms and conditions of a Contract during the term of this CSA, that lower Price will also apply to this CSA. For the purposes of this section, a lower Price is a price that is lower than the unit price in Schedule "A", exclusive of the Administration Fee;
- l) the Offeror will provide the Province's Representative with 60 days written notice of any changes to the list of Services included in Schedule "A", and the Province will determine, in its sole discretion, whether to accept such changes; and
- m) individual Draw Downs must not exceed \$75,000.00.

### CORPORATE SUPPLY ARRANGEMENT - PUBLIC SECTOR ENTITIES

- 3.2 With respect to Purchases by Public Sector Entities, the Offeror acknowledges that:
- (a) Public Sector Entities are solely responsible for all payments and other obligations to the Offeror incurred through making a Purchase against the CSA;
  - (b) nothing in this CSA or any resulting Contract will impose any liability whatsoever on the Province in respect of any obligation of a Public Sector Entity to the Offeror, and the Province disclaims any and all liability in respect of any Purchase made by a Public Sector Entity against this CSA;
  - (c) neither a Public Sector Entity utilizing the CSA nor the Offeror will be required to agree to any terms and conditions other than those set out in this CSA. However, Public Sector Entities will have the option of renegotiating the terms and

conditions set out in the Province's General Services Agreement, including the Schedules, to the extent necessary to address the Public Sector Entity's specific travel reimbursement and other policies, insurance, indemnification, limitation of liability requirements, privacy, confidentiality and security requirements. All changes to the terms and conditions of the General Services Agreement are to be set out in an addendum to the CSA entered into with the Offeror; and

- (d) the Offeror reserves the right to refuse to enter into an addendum as contemplated in subsection (c) that would vary the terms and conditions of the Contract from that set out in this CSA.

### **PURCHASE MECHANISM**

- 4. The Services may be ordered by various methods, including: in person, telephone, facsimile, or email, so long as a written Draw Down is presented that includes at a minimum:
  - (a) the reference number for this CSA;
  - (b) the name/description of the Purchaser;
  - (c) the specified quantity of the Services that are being ordered; and
  - (d) the maximum amount payable for the Purchase.
- 5. Purchases against a CSA paid for with the Province's Corporate Purchasing card must be accorded the same Prices and be subject to the same terms and conditions as any other Purchase.
- 6. If the Purchaser issues a Draw Down to the Offeror prior to the expiry of this CSA and receives the Services, then the Purchaser will pay to the Offeror the amounts payable as described in Schedule "A".
- 7. If there is any conflict or inconsistency among any of the provisions of the following documents:
  - a) this CSA; and
  - b) a Draw Down,then the order of precedence will be (a) and then (b), unless the Offeror and a Public Sector Entity have entered into an addendum revising the terms of the General Services Agreement in accordance with section 3.2(c) of this CSA, in which case, any terms in such addendum stated to apply notwithstanding the terms of the General Services Agreement will take precedence.

### **GENERAL TERMS AND CONDITIONS THAT APPLY TO PURCHASES OF SERVICES**

- 8. The terms and conditions contained in the Province's General Service Agreement, a copy of which can be found at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates>, and Schedules A to G of this CSA will constitute the full and complete agreement (the "Contract") between the parties. In the Province's General Service Agreement, "you" means the Contractor and "we" means the Purchaser.

### **NOTIFICATION OF WITHDRAWAL**

- 9. In the event that the Offeror wishes to withdraw this CSA, the Offeror will provide no less than thirty (30) days' prior written notice to the Province Representative, and such withdrawal of this CSA will not be effective until receipt of such notification by the Province Representative and the expiry of such notice period.
- 10. The Offeror will fulfil any Purchases made before the expiry of such notice period.

**SIGNED** by the Offeror

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(Authorized Signatory)

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Print Name

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Title

## Schedule "A"

### Description of Services & Pricing

#### 1. Additional Definitions

“**All Services Commencement Date**” is as per the description in section 6.1.1.

“**Alternate Offeror List**” means the list described in section 6.3.

“**Centralized**” means that the Containers or File Boxes for holding the Documents will be at a single location within a Purchaser’s premises that is near to and accessible via a loading dock or ground level loading area for shipping and receiving commercial deliveries.

“**Console**” means a stationary Container without wheels for secure storage of Documents with a flat, level-surface top with an internal storage capacity for Documents of approximately 30 to 40 gallons.

“**Container**” means a Wheeled-cart or a Console.

“**CSA Establishment date**” means the date the CSA becomes effective and as per section 6.1.1.

“**Document**” means paper-based documents, records and other such materials provided by the Purchaser to the Contractor for secure destruction as part of the Services.

“**File Box**” means a cardboard box measuring approximately 15 inches x 12 inches x 10 inches with a capacity of approximately 1,800 cubic inches.

“**Floor Walk**” means that the Containers or File Boxes for holding the Documents can be at any location within a Purchaser’s premises that is accessible by foot.

“**Geographic Area**” means any or all of the three following geographic areas requiring the Services as described in this CSA:

- Metro (Sunshine Coast to Hope)
- Islands (Victoria/Vancouver Island/Gulf Islands, including Powell River)
- BC (remainder of province)

“**NAID**” means the National Association for Information Destruction.

“**RCSA**” means the Request for Corporate Supply Arrangements that was the procurement resulting in this CSA.

“**Respondent**” means a vendor who submitted a response to the RCSA.

“**Service Line**” means one of the two types of document destruction Services that are required, and are described in this CSA:

Service Line 1: Off-site Document Destruction Services as further described in sections 2 and 4 of this Schedule.

Service Line 2: On-site Document Destruction Services as further described in section 2 and 5 of this Schedule.

“**Wheeled-cart**” means a mobile Container with wheels for secure storage of Documents with an internal storage capacity for Documents of approximately 60 to 65 gallons.

## **2. Service Lines and Services**

The Contractor will provide the following Service Lines

1. Off-site Document Destruction Services - secure pick-up of Documents from Purchaser’s site and transportation to Contractor's plant for destruction.
2. On-site Document Destruction Services - secure Documents destruction completed at the Purchaser’s site at an area designated by the Purchaser.

## **3. Geographic Areas**

The Contractor will provide the Services in the following Geographic Area(s):

Metro;  
Islands;  
BC

## **4 SERVICE LINE 1 - OFF-SITE RECORDS DESTRUCTION SERVICES**

Off-site Document Destruction Services means the secure pick-up of Documents from Purchaser’s site and transportation to Contractor's plant for destruction.

All shredding will be done at a Contractor's site within Canada.

### **4.1 Off-site Document Destruction Services Programs**

The Province requires the following three Service Line 1 - Off-site Document Destruction Services programs:

#### a) Container Program

Purchasers may request the Services through the Container program by way of a Draw Down form on an as, if and when requested basis. When the Services through the Container Program are requested by a Purchaser by way of a Draw Down, the Contractor will set up a Purchaser with an account to provide the Services through the Container program on an as, if an when requested basis. Once a Purchaser has

been set up with an account, the collection will either be on provide the Container program on a scheduled basis, and in addition may provide Container services on an as, if and when requested basis. The Contractor provides secure Containers that remain at the Purchaser's site(s) in locations as the Purchaser designates and are emptied as per the schedule outlined in Schedule H – Geographic Coverage and Service, and agreed upon at time of Draw Down.

- Purchasers may request Containers be located at varying locations within the Purchaser's premise(s) and may request several Containers for each of the locations within a single premise.
- The Contractor will provide only lockable Containers in the following approximate capacities:
  - Wheeled Cart – 60 to 65 gallons
  - Console – 30 to 40 gallons
- Both sizes will be available;
- Lock design will be high security with a unique key or combination; and
- Containers will be made of materials, and be of such design, that when the Container is locked Documents placed in the Container cannot easily fall out or be removed.
- Purchasers deposit Documents into secured Container on Purchaser's site.
- At the time of collection of any Container the Contractor will make a fair and reasonable estimation of what portion of the Container is occupied by Documents deposited within the Container according to the following increments: Empty (no Documents within), ¼ Full (1-24% full with Documents), ½ Full (25-49% full with Documents), ¾ Full (50-74% full with Documents), Full (75-100% full with Documents).

The Contractor will record the amount that each Container is full based on the Contractor's estimation. This information will be recorded in order to provide it to the Purchaser within the bill of lading. The information provided, at a minimum, will be as follows:

- a) Customer/Account #
  - b) Date of Services
  - c) Premise Name (if available)
  - d) Premise Address
  - e) Each Container's unique identification #, that Container's location within the premise (if more than one location of Containers at the premise) and that Container's Fullness at the time of collection stated as one of the following: Empty, ¼ Full, ½ Full, ¾ Full or Full.
- The information collected regarding Container fullness is for the purposes of aiding both the Purchasers and Contractor in achieving cost savings by way of providing the most efficient number of Containers in any given location and the most efficient frequency of service. A Purchaser will be invoiced the applicable per Container price, regardless of whether a Container is empty, partially full or full.

- The Contractor will not charge the Purchaser any fee or charge whatsoever for delivery, placement, supply or rent for the Containers used for the provision of the Services to the Purchaser. The pricing allowed for in Schedule B are to incorporate, at the discretion of the Contractor, any costs of the Contractor for delivery, placement, supply and rent of Containers to the Purchaser.
- Whenever the Services to a Purchaser are terminated, whether done so by the Purchaser at the Purchaser's discretion or by the Contractor in consultation and mutual agreement to do so with the Purchaser or by the Province cancelling the CSA, the Contractor will not charge the Purchaser any fee or charge whatsoever for the Contractor to remove the Containers from the Purchaser's premises in order to transport, return and restock the Containers back into the possession of the Contractor.
- A minimum charge may be charged to the Purchaser, at the option of the Contractor, should the sum of all per Container charges for all Containers at all locations within a Purchaser's premise not meet the minimum charge as set forth in Schedule B.
- The Contractor will make available two sets of keys for each lockable Container. One set of keys will remain in the possession of the Contractor at all times. The second set of keys may be requested by the Purchaser and the following process will occur:
  - BPS Entity:
    - If the Purchaser is a with a BPS Entity, the Contractor will issue the Purchaser a key release request form substantially similar to the document in Schedule J – Key Release Request Forms, Part 1;
    - Once the Purchaser signs and returns the form to the Contractor, the Contractor will issue the Purchaser the key.
  - BC Government Ministries (and applicable core government agencies):
    - If the Purchaser is a with a BC government ministry or core government agency (as deemed to be so by the Province), the Contractor will issue the Purchaser a key release request form substantially similar to the document in Schedule J – Key Release Request Forms, Part 2;
    - Once the Purchaser has completed, signed and returned the document to the Contractor, the Contractor will send a copy of the document to the representative of the Province as listed in Schedule F for the approval of the Province to release the key;
    - If the Province does not approve release of the key, the Province will inform the Purchaser and the Contractor will not issue any key;
    - If the Province approves release of the key, the Contractor will inform the Purchaser and the Contractor will issue the key to the Purchaser. In the event that the Purchaser requests and accepts keys, the Purchaser will become responsible for the security of the contents between pickups;
  - In the event that a Purchaser does not request keys and the Contractor is called to the site to unlock a Container on behalf of a Purchaser a call out fee may be charged by the Contractor as identified in Schedule B – Pricing – Off-site Document Destruction Services.

b) Bulk Program

Purchasers may request that the Contractor securely pick-up, transport and securely destroy bulk quantities of Documents on an as, if and when requested basis.



- The Purchaser is responsible for packaging the Documents in Purchaser-supplied, non-returnable File Boxes that are taped securely closed (e.g., either taped individually or stacked on pallets and securely shrink wrapped), and marked clearly for document destruction.
- The Contractor is responsible for collecting and loading all File Boxes or pallets for transport.
- The Contractor will give the Purchaser the option to have the Contractor return the empty File Boxes to the Purchaser or for the Contractor to remove and recycle the empty File Boxes (at no additional charge or for a fee per empty File Box as defined in Schedule B). If the latter option is chosen by the Purchaser, the Contractor may either opt to remove the empty File Boxes at the same time as the Services are provided or the Contractor may opt to fold and neatly stack the empty File Boxes on the Purchaser's premises and have another vehicle of the Contractor collect and remove the File Boxes later the same day or the next business day.
- If pallets are also used the Contractor will replenish them with the same amount taken away at time of pick up, at the request of the Purchaser as confirmed by the Contractor at the time of the request for the Services, otherwise the Contractor need not replenish any pallets if the Purchaser declines this option.
- The bulk program applies only to Documents packaged in Purchaser-supplied File Boxes.

c) Large Volume Program

Upon request by the Purchaser, the Contractor will destroy large volumes of Documents. Large Volume requests will be on an as, if and when requested basis.

- The minimum volume and corresponding weight for the Large Volume Program is 200 File Boxes (6,000 lbs.) from a single location.
- The Purchaser will have the Documents ready for pick up in Purchaser-supplied, non-returnable File Boxes that are taped securely closed, stacked on pallets and securely shrink wrapped, and marked clearly for document destruction.
- The Contractor is responsible for loading all File Boxes on pallets for transport.
- The Contractor will replenish all pallets with the same amount taken away at time of pick up, at the request of the Purchaser as confirmed by the Contractor at the time of the request for the Services, otherwise the Contractor need not replenish any pallets if the Purchaser declines this option.

## **4.2 Off-site Security Requirements**

Contractors will be required to meet the security standards for plant-based and mobile NAID certification for paper and printed material at all times, as well as the following:

- A bill of lading identifying the number of Containers and/or File Boxes picked up and the fullness of each Container as described in section 4.1.a) will be created by the Contractor and acknowledged by

the Purchaser at the time of pick-up. A paper copy may be left with Purchaser, or if the bill of lading is electronic and available online to the Purchaser then the Contractor will provide the Purchaser with the option of requesting a paper copy. A copy of the bill of lading will be forwarded to the Purchaser with the certificate of destruction after destruction has occurred.

- Under no circumstances is the Contractor to sell Documents before they are destroyed.
- After destruction has occurred the Contractor will provide the Purchaser with a certificate of destruction containing:
  - the identification numbers of the Containers, if available, or at minimum, a count of the Containers;
  - the fullness of each Container as described in section 4.1.a);
  - the date of destruction;
  - the signature of the person who verified the destruction; and
  - a copy of the bill of lading created at time of pick up.
- The Contractor will be entirely responsible for the security and confidentiality of the Documents from the time of removal from the Purchaser's premises (or from the storage facility utilized by a Purchaser) until actual physical destruction as per the shredding standards above has occurred.

## **5 SERVICE LINE 2 - ON-SITE DOCUMENT DESTRUCTION SERVICES**

On-site Document Destruction Services are for secure Document destruction completed at the Purchaser's site at an area designated by the Purchaser.

### **5.1 On-site Service Delivery Programs**

The Province requires the following three Service Line 2 - On-site Document Destruction Services programs:

#### **a) Container Program**

Purchasers may request the Services through the Container program by way of a Draw Down form on an as, if and when requested basis. When the Services through the Container Program are requested by a Purchaser by way of a Draw Down, the Contractor will set up a Purchaser with an account to provide the Services through the Container program on an as, if an when requested basis. Once a Purchaser has been set up with an account, the collection will either be on provide the Container program on a scheduled basis, and in addition may provide Container services on an as, if and when requested basis. The Contractor provides secure Containers that remain at the Purchaser's site(s) in locations as the Purchaser designates and are emptied as per the schedule outlined in Schedule H – Geographic Coverage and Service Schedule, and agreed upon at time of Draw Down.

- Purchasers may request Containers be located at varying locations within the Purchaser's premise(s) and may request several Containers for each of the locations within a single premise.

- The Contractor will provide only lockable Containers in the following approximate capacities:
  - Wheeled Cart – 60 to 65 gallons
  - Console – 30 to 40 gallons
- Both sizes will be available;
- Lock design will be high security with a unique key or combination; and
- Containers will be made of materials, and be of such design, that when the Container is locked Documents placed in the Container cannot easily fall out or be removed.
- Purchasers deposit Documents into secured Container on Purchaser's site.
- At the time of collection of any Container the Contractor will make a fair and reasonable estimation of what portion of the Container is occupied by Documents deposited within the Container according to the following increments: Empty (no Documents within), ¼ Full (1-24% full with Documents), ½ Full (25-49% full with Documents), ¾ Full (50-74% full with Documents), Full (75-100% full with Documents).

The Contractor will record the amount that each Container is full based on the Contractor's estimation. This information will be recorded in order to provide it to the Purchaser within the bill of lading. The information provided, at a minimum, will be as follows:

- f) Customer/Account #
  - g) Date of Services
  - h) Premise Name (if available)
  - i) Premise Address
  - j) Each Container's unique identification #, that Container's location within the premise (if more than one location of Containers at the premise) and that Container's Fullness at the time of collection stated as one of the following: Empty, ¼ Full, ½ Full, ¾ Full or Full.
- The information collected regarding Container fullness is for the purposes of aiding both the Purchasers and Contractor in achieving cost savings by way of providing the most efficient number of Containers in any given location and the most efficient frequency of service. A Purchaser will be invoiced the applicable per Container price, regardless of whether a Container is empty, partially full or full.
  - The Contractor will not charge the Purchaser any fee or charge whatsoever for delivery, placement, supply or rent for the Containers used for the provision of the Services to the Purchaser. The pricing allowed for in Attachment 1 to Schedule B are to incorporate, at the discretion of the Contractor, any costs of the Contractor for delivery, placement, supply and rent of Containers to the Purchaser.
  - Whenever the Services to a Purchaser are terminated, whether done so by the Purchaser at the Purchaser's discretion or by the Contractor in consultation and mutual agreement to do so with the Purchaser or by the Province cancelling the CSA, the Contractor will not charge the Purchaser any

fee or charge whatsoever for the Contractor to remove the Containers from the Purchaser's premises in order to transport, return and restock the Containers back into the possession of the Contractor.

- A minimum charge may be charged to the Purchaser, at the option of the Offeror, should the sum of all per Container charges for all Containers at all locations within a Purchaser's premise not meet the minimum charge as set forth in Schedule B.
- The Contractor will make available two sets of keys for each lockable Container. One set of keys will remain in the possession of the Contractor at all times. The second set of keys may be requested by the Purchaser and the following process will occur:
  - BPS Entity:
    - If the Purchaser is a with a BPS Entity, the Contractor will issue the Purchaser a key release request form substantially similar to the document in Schedule J – Key Release Request Forms, Part 1;
    - Once the Purchaser signs and returns the form to the Contractor, the Contractor will issue the Purchaser the key.
  - BC Government Ministries (and applicable core government agencies):
    - If the Purchaser is a with a BC government ministry or core government agency (as deemed to be so by the Province), the Contractor will issue the Purchaser a key release request form substantially similar to the document in Schedule J– Key Release Request Forms, Part 2;
    - Once the Purchaser has completed, signed and returned the document to the Contractor, the Contractor will send a copy of the document to the representative of the Province as listed in Appendix C for the approval of the Province to release the key;
    - If the Province does not approve release of the key, the Province will inform the Purchaser and the Contractor will not issue any key;
    - If the Province approves release of the key, the Contractor will inform the Purchaser and the Contractor will issue the key to the Purchaser. In the event that the Purchaser requests and accepts keys, the Purchaser will become responsible for the security of the contents between pickups;
- In the event that a Purchaser does not request keys and the Contractor is called to the site to unlock a Container on behalf of a Purchaser a call out fee may be charged by the Contractor as identified in Schedule B – Service Line 2 - On-site Document Destruction Services.

b) Bulk Program

Purchasers may request that the Contractor securely pick-up, transport and securely destroy bulk quantities of Documents on an as, if and when requested basis.

- The Purchaser is responsible for packaging the Documents in Purchaser-supplied, non-returnable File Boxes that are taped securely closed (e.g., either taped individually or stacked on pallets and securely shrink wrapped), and marked clearly for document destruction.
- The Contractor is responsible for collecting and loading all File Boxes or pallets for transport.

- The Contractor will give the Purchaser the option to have the Contractor return the empty File Boxes to the Purchaser or for the Contractor to remove and recycle the empty File Boxes (at no additional charge or for a fee per empty File Box as defined in Schedule B). If the latter option is chosen by the Purchaser, the Contractor may either opt to remove the empty File Boxes at the same time as the Services are provided or the Contractor may opt to fold and neatly stack the empty File Boxes on the Purchaser's premises and have another vehicle of the Contractor collect and remove the File Boxes later the same day or the next business day
- If pallets are also used the Contractor will replenish them with the same amount taken away at time of pick up, at the request of the Purchaser as confirmed by the Contractor at the time of the request for the Services, otherwise the Contractor need not replenish any pallets if the Purchaser declines this option.
- The bulk program applies only to Documents packaged in Purchaser-supplied File Boxes.

c) Large Volume Program

Upon request by the Purchaser, the Contractor will destroy large volumes of Documents. Large Volume requests will be on an as, if and when requested basis.

- The minimum volume and corresponding weight for the Large Volume Program is 200 File Boxes (6,000 lbs.) from a single location.
- The Purchaser will have the Documents ready for pick up in Purchaser-supplied, non-returnable File Boxes that are taped securely closed, stacked on pallets and securely shrink wrapped, and marked clearly for document destruction.
- The Contractor is responsible for loading all File Boxes on pallets for transport.
- The Contractor will replenish all pallets with the same amount taken away at time of pick up, at the request of the Purchaser as confirmed by the Contractor at the time of the request for the Services, otherwise the Contractor need not replenish any pallets if the Purchaser declines this option.

## 5.2 On-site Security Requirements

### Purchaser Responsibilities

- The Contractor will obtain the approval of the Purchaser for the location that the Contractor proposes for the on-site destruction of Documents. The location may include the Purchaser's property or on-street parking immediately adjacent to the Purchaser's building.
- The Purchaser will provide the Documents to be destroyed within Containers or within non-returnable File Boxes that are taped securely closed, and marked clearly for document destruction.
- The Purchaser will have the option of designating a security cleared employee who will monitor the destruction process.

### Contractor Responsibilities

- Upon delivery of Documents to the Contractor's Document destruction equipment, and acceptance of them by the Contractor, the Contractor will be entirely responsible for the security and confidentiality of the Documents from the time of acceptance until actual physical destruction. The Contractor will take all reasonable steps to ensure that Documents awaiting destruction are secure and cannot be tampered with in any way by a third party, lost or misplaced.
- The Contractor's Document destruction equipment will be fully self-contained and not capable of releasing complete, partial or shredded Documents unless it is for the purpose of unloading at the Contractor's facility.
- The Contractor will ensure that paper shards resulting from the destruction process conform to the required size standards and that the cutter is functioning properly by testing several sheets of waste paper.
- All Documents will be shredded at the Purchaser's site. Documents will not be transported from the Purchaser's site if they do not meet the destruction standards described in section 3.1 Shredding Standards.
- At the completion of the document shredding process, the Contractor will ensure that blank paper is run through the shredding equipment to prevent complete or partial Documents being left in the machine.
- A certificate of destruction will be completed by the Contractor, which will include:
  - the identification numbers of the Containers, if available, or at minimum, a count of the Containers;
  - the fullness of each Container as described in section 5.1.a);
  - date of destruction; and
  - signature of the authorized Purchaser employee who witnessed the destruction (if applicable) or the signature of the Contractor's representative that performed the destruction.
- The certificate of destruction is to be left with the Purchaser at time of destruction.

## **6. General Requirements**

### **6.1 CSA Establishment Date, Full Services Commencement Date and Transition of Services**

#### 6.1.1 CSA Establishment Date and All Services Commencement Date

The Province presently has existing CSAs in place for document destruction services and these CSAs expire at midnight on October 15, 2017. The date on the front page of this CSA is the "CSA Establishment Date". Only the following portions of the Services are to take place between the CSA Establishment Date and October 16, 2017 (the "All Services Commencement Date"):

- accepting Draw Downs;
- receiving telephone calls (and emails, if applicable) from Purchasers via the Offeror's customer service telephone number (and email address, if applicable);
- setting up Purchasers' accounts in the Offeror's systems;
- co-ordinating delivery and placement of Containers for the Container program for both Service Lines such that all required Containers are in place on all Purchasers' premises in the locations stipulated by the Purchasers on or before October 16, 2017 (the "All Services Commencement

Date”) and not prior to October 2, 2017.

No Containers or File Boxes will be collected or emptied of their contents of Documents by the Contractor prior to the All Services Commencement Date.

No Purchaser will be charged by the Contractor whatsoever for any of the Services that take place prior to the All Services Commencement Date.

### 6.1.2 Transition of Services

The Province does not possess the data of all Purchasers presently using the existing CSAs, nor their premises or present service levels. Should the scenario occur whereby an existing CSA Offeror does not receive award of a new CSA as a result of the RCSA for the same Service Line and Geographic Area the vendor presently holds, the Province will request that there be a sharing of Purchaser data between the outgoing CSA Offeror and the new Offeror, however, the Province cannot guarantee this sharing of data. The Province will conduct internal communications to inform Purchasers of the need to issue new Draw Downs for the Services once the new CSAs take effect but these communications will not be able to be targeted to individual Purchaser representatives specifically but to provincial government as a whole and won't include Public Sector Entities, so Offerors should anticipate a considerable level of effort in the initial start-up of the CSAs for communications, outreach, receiving Draw Downs, setting up accounts and co-ordinating delivery and installation of Containers.

The new CSAs resulting from the RCSA will require those Offerors to provide the Province with all Purchaser data on demand when requested as stated in section 6.17.

Contractors should strive to have all required Containers in place at the Purchasers' premises as of the All Services Commencement Date.

## **6.2 Effective Period**

The Effective Period of the CSA(s) will be 3 years with an option to renew, at the sole discretion of the Province, for two additional one-year periods under the same terms and conditions. Pricing will be negotiated at the time a renewal is being considered. The Province has the right to not to agree to a renewal if the Province finds the pricing proposed for a renewal term by the Offeror to be unfavourable to the Province, at the sole discretion of the Province.

## **6.3 Alternate Offeror Lists**

- 6.3.1 The Province will develop an Alternate Offeror List for each Service Line within each Geographic Area as a result of the original RCSA process. Each Alternate Offeror List will consist of the second highest scoring Respondent that met all mandatory requirements and minimum scores for that particular Service Line and Geographic Area, but who were not offered a CSA.

The Alternate Offer Lists are as follows:

Service Line	Geographic Area	Alternate Offeror/Vendor
OFF-site	Metro	Iron Mountain Canada Operations ULC
ON-site	Metro	Iron Mountain Canada Operations ULC
ON-site	BC	Iron Mountain Canada Operations ULC
ON-site	Islands	Iron Mountain Canada Operations ULC

6.3.2 The purpose of each Alternate Offeror List is to provide a list of alternate qualified Respondents with which the Province may, after cancelling a CSA with the existing Offeror as per section 6.3.4, offer a CSA to in the event the existing Offeror has:

- a) been the subject of 8 or more individual reports to the Province by one or more Purchasers of deficiencies in performing any of the requirements of the Services listed in 6.3.2.b) within any given 60-day time span for 3 or more unique premises of one or more Purchaser’s account as reported by one or more Purchasers to the Province (for clarity, 8 or more individual reports encompassing 3 or more unique premises in total within any given 60-day time span); and,
- b) the service deficiencies are any of the following:
  - Containers or File Boxes not emptied/collected as per the scheduled service date and remain unemptied/uncollected for more than 2 business days after the Offeror having received notification by any means (email, phone call, online form/message, etc.) from the Purchaser of the missed service;
  - non-delivery of a Container(s) within timeline requirements and remain undelivered for more than 2 business days after the Offeror having received notification by any means (email, phone call, online form/message, etc.) from the Purchaser of the non-delivery;
  - non-response from any representative of the Offeror for more than 2 business days in response to a Purchaser’s phone call, email or online form/message regarding a service deficiency or invoice discrepancy;
  - customer service telephone employees do not have knowledge of CSA agreement, pricing and/or service schedule frequencies;
  - failure to correct a billing error on the next invoice after having been notified by the Purchaser of the error on the present invoice at least 4 business days prior to the next invoice’s date of issue;
  - failure to provide a copy of, or online access to, the completed bill of lading as per the requirements and failure to do so within 3 business days after the Offeror having received notification by any means (email, phone call, online form/message, etc.) from the Purchaser of the deficiency;
  - failure to provide a copy of the completed certificate of destruction with the monthly invoice and failure to do so within 3 business days after the Offeror having received notification by any means (email, phone call, online form/message, etc.) from the Purchaser of the deficiency; and
  - failure to set up a new account as a result of a Draw Down from a Purchaser and provide delivery of Containers within 10 business days from the date the Draw Down was sent to the Offeror by the Purchaser and failure to do so within 4 business days after the Offeror



having received notification by any means (email, phone call, online form/message, etc.) from the Purchaser of the deficiency.

Purchasers may report service deficiencies to the Province by any means and manner as they choose and deem appropriate (e.g. via phone call, email, in-person, online form/message, etc.) and all will be considered valid for the purposes of the Alternate Offeror List and processes defined within section 6.3.

- 6.3.3 The Province intends to always first allow the existing Offeror the opportunity to correct any deficiency reported by a Purchaser within 5 business days of the Province having notified the Offeror of the deficiency.
- 6.3.4 If, after notification from the Province to the Offeror and the subsequent discussions between the Province and/or Purchaser and Offeror regarding the deficiencies, the Offeror does not successfully resolve (to the satisfaction of the Province and/or the Purchaser) 90% or more of the reported deficiencies within 4 business days of the Province having first notified the Offeror of the deficiencies (i.e. each deficiency will need to be resolved within 4 business days of the Province having notified the Offeror of that deficiency) within any given 60-day time span, then the Province will have the right, at its sole discretion, to cancel the CSA with the existing Offeror for the applicable Service Line(s) and Geographic Area(s) where the unresolved deficiencies are occurring by giving the existing Offeror 60-days written notice of the cancellation of the CSA, and award a CSA for the same Service Line(s) and Geographic Area(s) to the 2<sup>nd</sup> highest scoring Respondent on the applicable Alternate Offeror List. The resulting new CSA with the 2<sup>nd</sup> highest scoring Respondent would expire three years from the date of the CSA Establishment Date, with all the same terms and conditions of the original CSA.
- 6.3.5 Should the 2<sup>nd</sup> highest scoring Respondent, after being awarded a CSA, be the subject of reports to the Province of deficiencies in performing all of the requirements of the Services as set out in the RCSA and the subsequent CSA and as described in section 6.3.2., then all of section 6.3 would then apply to that Offeror with the only difference being that the 3<sup>rd</sup> highest scoring Respondent on the applicable Alternate Offer List (if a 3<sup>rd</sup> highest scoring Respondent is indeed on that list) would then apply as the alternate Offeror in case of the Province's decision to cancel the CSA.

NOTE: There is no 3<sup>rd</sup> highest scoring Respondent for the purposes of this CSA.

- 6.3.6 Wherein an Offeror holds a CSA for Service Line 1 and Service Line 2 within the same Geographic Area, and wherein there is a Respondent that met all mandatory requirements and minimum scores and scored the 2<sup>nd</sup> highest scores for both Service Lines 1 and 2 for that particular Geographic Area, then the original Offeror will be subject to having all reports from Purchasers for deficiencies within both Service Lines for that particular Geographic Area combined and treated essentially as though it was one Service Line for the purposes of the count of a total of 8 or more reports of deficiencies received from one or more Purchasers for 3 or more premises as described in section 6.3.2. As an example for the purpose of clarity, if an Offeror holds the CSA for both Service Line 1 and Service Line 2 in the Metro Geographic Area, and the Province receives 3 reports of deficiencies in Service Line 1 for the Metro Geographic Area for one unique premise from one Purchaser and 5 reports of deficiencies in Service Line 2 from another Purchaser for that same Geographic Area for two unique premises within any given 60-day time span, then this

would be treated as 8 service deficiencies for 3 different premises for the purposes of triggering the process in section 6.3.2 and the subsequent following sections and their processes.

The same consideration would then apply with respect to awarding any CSA to an alternate Respondent on the Alternate Offeror Lists in that, should the process result in the Province deciding to cancel the CSA(s) for the original Offeror, the Province would cancel the CSA(s) for both Service Lines for that Geographic Area held by the original Offeror and award the CSA(s) for both Service Lines to the 2<sup>nd</sup> highest scoring Respondent on those applicable Alternate Offeror Lists.

6.3.7 The Province makes no guarantee that it will use the Alternate Offeror Lists, or that any work will be awarded to any Respondent on an Alternate Offeror List.

6.3.8 The Alternate Offeror Lists will come into effect three months after the All Services Commencement Date resulting from the RCSA, and will remain in effect for the duration of the term of the CSA until the CSA expiry date.

For clarity, only reports of deficiencies where the deficiencies took place after the first 3 months of the All Services Commencement Date would apply to the Alternate Offeror Lists and processes described within section 6.3.

6.3.9 Notwithstanding sections 6.3.1 through 6.3.8 inclusive, the Province still retains the right, at its sole discretion, to cancel any CSA of any Offeror due to overall performance deficiencies or non-compliance by the Offeror, as well as set aside the CSA as per section 3.1.g) of the CSA, however, in the case that the Province cancels a CSA of any Offeror due to overall performance deficiencies or non-compliance by the Offeror, the Province would have to issue a new procurement in order to award a new CSA to a new Respondent for those same Service Lines(s) and Geographic Area(s) if the Province wishes to do so, and, in the case of the Province setting aside a CSA for whatever reason as per section 3.1.g) of the CSA, the Province has the right to re-activate the CSA with the original Offeror of that CSA at any time within 3 years from the CSA Establishment Date.

## **6.4 Experience and Certification**

Offerors will be NAID-certified for the duration of the Effective Period of the CSA for paper and printed media destruction for mobile certification as well as plant-based certification for each plant where Services will be performed. Offerors will provide the Province with updated copies of proof of this certification should the present certification expire and new certification is obtained/renewed. If an Offeror fails to maintain NAID certification during the Effective Period, the CSA will be terminated at the sole discretion of the Province. Should the latter occur, the Province has the right as a result of the RCSA to award the terminated CSA(s) for that Service Line(s) and Geographic Area(s) to the second highest scoring Respondent that met all mandatory and minimum scores for the same Service Line(s) and Geographic Area(s) in order to continue provision of the Services to Purchasers.

## **6.5 Customer Services**

Purchasers require reliable collection of Containers and File Boxes according to the regular applicable schedule (or date if a one-time collection is required), and to any additional requests they have made.

Excellent customer service is required to ensure smooth coordination of all aspects of the Services. The Offeror will provide:

- a readily accessible contract manager assigned to the Province of BC CSA;
- a toll-free customer service telephone number if the customer service staff are located outside of BC or a BC customer service telephone number if the customer service staff are located within BC; and
- customer service call centre staff who have ready access to BC CSA account pricing, service requests, frequency of service schedules and invoicing details in order to assist with billing enquiries, service requests, service deficiencies, etc.

The Offeror's customer service call centre staff will be available to receive calls between the hours of 8:30 a.m. to 4:30 p.m. Pacific Standard Time, Monday to Friday excluding BC government statutory holidays. If a customer service staff member is not immediately available upon dialling and/or selection of the option to speak with one directly, the hold times are to be no longer than 5 minutes. If the option is given to leave a message for a return call, return calls are to be made no less than 4 hours from the time the message was given (if the 4-hour period extends past 4:30 p.m., the remaining portion will be continued over to the next business day commencing at 8:30 a.m.).

The Offeror may provide, as an option (in addition to the customer service telephone number), an email address for customer service

If a Purchaser or the Province contacts the contract manager assigned to the Province of BC CSA account by any means available (e.g. telephone, email, etc.), response times are to be by the next business day.

## **6.5 Floor Walk and Centralized Container Locations**

For the Container service programs within both Service Line 1 and Service Line 2, the Purchaser will have the option to choose either Floor Walk locations and servicing of Containers or Centralized locations and servicing of Containers, at the pricing set within the CSA.

## **6.6 Containers**

The Contractor will provide only lockable Containers in the following approximate capacities:

- Wheeled Cart – 60 to 65 gallons
- Console – 30 to 40 gallons

Both sizes will be available.

Lock design will be high security with a unique key or combination.

Containers will be made of materials, and be of such design, that when the Container is locked Documents placed in the Container cannot easily fall out or be removed.

## **6.7 Shredding Standards**

The Contractor will reduce Documents to an end-product that cannot be re-assembled or read. Documents will be shredded into pieces that are not more than 19 mm (3/4") in width and 63.5 mm (2.5") in length

using the cross cut method or pierce and tear method. Contractors may produce a smaller shred size, however larger shred sizes are unacceptable. Strip shredding is not acceptable.

## **6.8 Disposal of Shredded Material**

Once the Documents are shredded the end-product material will be considered as non-sensitive/unclassified and may be disposed of without further consideration of security requirements.

## **6.9 Service Lines Offered and Geographic Areas**

The availability of both off-site and on-site Documents destruction services are required throughout the province because:

- Some Purchasers require the increased security of on-site service; and
- In all other instances, the Province has a preference for the lower emissions associated with off-site service.

Therefore CSAs will be issued for each Service Line, in each of three Geographic Areas.

Schedule H provides a listing of the three Geographic Areas and the major communities within them. Within a given Geographic Area, specific communities are identified as mandatory within Schedule H and the Service Lines must be provided to offices in these locations. Other communities are identified as optional in Schedule H and the Offeror may provide the Service Lines to offices in these locations.

## **6.10 Requests for Services**

With the exception of the initial implementation of the Services on the CSA Establishment Date, requests Purchasers for new accounts and/or additional Containers to an existing account as a result of a Draw Down are to receive delivery of Containers to their premises at the locations stipulated no later than 10 business days after the date the Draw Down was sent to the Offeror.

It is expected that a significant number of separate accounts held by a large number of Purchasers will be created through the use of the CSA. Each account may have more than one premise, and therefore may require itemized invoicing by separate address and/or by separate location within one premise. Some individual Purchasers will require a large number of separate accounts.

All Services to the Purchasers will be carried out between the hours of 8:30 am and 4:00 pm local time Monday to Friday, unless otherwise agreed to by the Purchaser and the Contractor.

The Contractor will provide the pick-up and related portions of the Services at the service frequencies listed in Schedule H. If a scheduled service day for emptying Containers or picking up File Boxes falls on a holiday when the Purchaser's site is closed, services will be scheduled on the next business day.

Purchasers may elect to have less frequent service than is offered by the Offeror for the Purchaser's community and will only be charged the price per Container per actual occasion that the Contractor visited a given location within a Purchaser's premise to provide the Services. As an example, if an Offeror provides a weekly frequency of service to a particular Purchaser's community, the Purchaser can elect to have the

Services provided every three weeks and the Purchaser will only be invoiced the per Container price for the date(s) that a visit to the premise and given location of the applicable Container was performed by the Contractor within a calendar month.

### **6.11 Pick up from Storage Facility**

The Purchaser may request the Contractor to destroy a bulk volume of Documents located at a designated storage facility. In these instances the Contractor will make arrangements for pick up with the storage facility, as follows:

- The Purchaser will contact the Contractor to make this request.
- The Contractor will contact the storage facility within two business days to arrange for pick up.
- The Contractor will pick up the Documents within one business week of contacting the storage facility, unless otherwise agreed to between the storage facility and the Contractor, in which case the Contractor will notify the Purchaser of the pick-up date and the reason for any delay.

### **6.12 Confidentiality**

- The Contractor will use information destruction protocols that do not inspect, peruse, examine, copy or disclose any information, material or Documents designated for destruction or disposal.
- In addition, the Contractor will not otherwise disclose, release or communicate any information, material or Documents to any unaffiliated third person, individual, organization or entity prior to destruction or disposal. Should any material violation or breach of this provision occur that is not remedied or corrective actions demonstrated by the Contractor to the Province satisfaction, acting reasonably and in good faith, such breach may constitute cause for termination of the CSA by the Province, such notice to be sent in writing.
- The Contractor will not permit access to any Document to any unaffiliated third party. In the event that the Contractor receives a request for access to any of the Document(s) from a person other than the Purchaser or the Province, the Contractor will not provide access to that person and will advise the Purchaser promptly that such a request has been made.
- If the Contractor is aware of accidental release or loss of any Documents out of the Contractor's secure control, the Contractor will make all reasonable efforts possible in the circumstances to securely recover any such Documents, and, if there is any possibility that each and every Document has not been securely recovered by the Contractor or that any third party either has been able to view, is in possession of, or could obtain access to such Document(s), then the Contractor will inform the Purchaser within no more than two hours from the time of the discovery of the loss or release of any Document occurred by all means available (e.g. in person, Purchaser's contact phone number and/or email address).

### **6.13 Employee Identification**

The Contractor will ensure that all employees are issued with photo identification cards and that they are worn at all times when on the Province's premises. Cards will contain:

- Contractor's company name;
- Employee's name;
- date of issuance; and
- expiration date.

## **6.16 Invoicing**

The Contractor will submit a detailed monthly invoice to each individual Purchaser, showing the calculation of all charges for the month preceding the day on which the invoice is issued. Invoices cannot be submitted until all work identified in the invoice is completed. The Purchaser may hold more than one account for one or more locations of Containers and/or File Boxes within a given premise or more than one location at more than one premise, and the Contractor will issue separate invoices, when requested by the Purchaser, for any one or more unique locations within a given premise and/or within more than one premise, as stipulated by the Purchaser. The Purchaser may have more than one premise within a community or within more than one community and may require a single, consolidated invoice itemizing all the premises/locations of that Purchaser and the Offeror will provide a single, consolidated invoice itemizing all the Purchaser's premises/locations.

The following information will be included, at a minimum, with the Contractor's invoices:

- a. Contractor's name and contact information;
- b. Invoice number;
- c. CSA number;
- d. Purchaser's address;
- e. Purchaser's PO number, if available;
- f. Period in which services were rendered;
- g. Description of the services provided;
- h. Premise address(es)
- i. Quantity of Containers (separated by type) and/or File Boxes serviced at each premise, broken down by premise name/address if more than one premise is on the account;
- j. A monthly summary report of Container fullness providing a breakdown of the approximate fullness and weight equivalents of all Containers at each premise containing the information listed in Appendix G – Container Fullness & Weight Equivalent Monthly Summary Report;
- k. A signed copy of any completed certificate of destruction;
- l. Unit pricing based on Service Line, Service Line program and applicable Geographic Area;
- m. Applicable taxes; and
- n. Total amount of invoice

## **6.17 Provision of Purchaser Data to Province**

Whenever requested by the Province, the Offeror will provide to the Province within 20 business days an electronic data file in tab-delimited (Excel compatible) format of all Purchasers presently receiving the Services from the Offeror as their Contractor, broken down by Geographic Area and Service Line. This data will contain, at a minimum, the following:

- CSA #, Geographic Area and Service Line
- Purchaser's ministry/organization name and, if applicable, branch/department/office name
- Address and, if applicable, name/description of each premise receiving the services
- Quantity of Containers, listed by Container size/type, on site at each premise, sorted by premise
- Service frequency for each premise

## **6.18 Environmental Stewardship**

It is the Province's expectation that the Contractor will conduct its business in a manner that demonstrates stewardship of environmental resources.

### Disposal of Shredded Document Materials

- The Contractor will recycle paper based material after it has been shredded to the standard described in this CSA.

### Container Cleaning

- The Contractor will ensure that all Containers are clean and odour-free at all times. The Province has a preference for Green Seal or Eco Logo environmentally certified cleaning products.
- As an environmentally responsible shredding destruction provider, Shred-it B.C. uses only Green Works products, which are 98-99% naturally derived. They are made with plant-based, biodegradable cleaning ingredients and essential oils. They clean with no harsh chemical fumes or residue, and they are not tested on animals. Most importantly they contain no bleach, or phosphorus.

## Schedule "B"

### Fees and Expenses

Pricing will be firm for the term of the CSA.

The Contractor is to invoice the Purchaser upon full completion of a specific Draw Down. For Draw Downs that run for an extended period of time, the Purchaser may accept periodic invoices on a monthly basis.

#### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$ 75,000 is the maximum amount per Draw Down which the Purchaser is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

#### **2. FEES:**

As per those fees utilized as listed in the attachment to this Schedule – Pricing.

#### **3. EXPENSES:**

**Expenses:** None

#### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for the term of a Draw Down (each a "Billing Period"), the Contractor must deliver to the Purchaser on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Purchaser containing:

- (a) Contractor's name and contact information;
- (b) Invoice number;
- (c) CSA number;
- (d) Purchaser's address;
- (e) Purchaser's PO number, if available;
- (f) Period in which services were rendered;
- (g) Description of the services provided;
- (h) Quantity of Containers (separated by type) and/or File Boxes serviced at each premise, broken down by premise name/address if more than one premise is on the account;
- (i) A monthly summary report of Container fullness providing a breakdown of the approximate fullness and weight equivalents of all Containers at each premise containing the information listed in the Schedule K - Container Fullness & Weight Equivalent Monthly Summary Report;
- (j) A signed copy of any completed certificate of destruction;
- (k) Unit pricing based on Service Line, Service Line program and applicable Geographic Area; and
- (l) Total amount of invoice



**5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Purchaser's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Purchaser must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Purchaser as required to obtain the discount.

**Schedule "C"**

**Approved Sub-contractors**

<b>Legal Name of Sub-Contractor</b>	<b>Doing Business As Name (if applicable)</b>	<b>Role in Provision of the Services</b>
n/a	n/a	n/a

### Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

**Schedule E – Privacy Protection Schedule**

Not applicable.

## Schedule F – Additional Terms

### Administrative Requirements

The Offeror will comply with the following administrative requirements and procedures:

#### PROCUREMENT SERVICES CSA CONTACTS

1. The Province's representative for the CSA is:

Bryn Johns, Procurement Specialist  
Email: [Bryn.Johns@gov.bc.ca](mailto:Bryn.Johns@gov.bc.ca)  
Phone: 250-387-7317

#### REPORTING PROCEDURES

##### Quarterly Draw Down reports

2. The Offeror will submit Draw Down reports to Procurement Services on a quarterly basis as follows:

The Draw Down report for:	Is due:
Quarter 1 (April, May, June)	July 31
Quarter 2 (July, August, September)	October 31
Quarter 3 (October, November, December)	January 31
Quarter 4 (January, February, March)	April 30

3. Quarterly Draw Down reports will be sent via email to [Bryn.Johns@gov.bc.ca](mailto:Bryn.Johns@gov.bc.ca) and include the CSA # in the subject line.
4. The Draw Down reports will be in MS Excel format and completed in the form of the CSA Draw Down report template as provided and updated from time-to-time by the Province or in a format substantially similar.
5. The reports are to contain a listing of all sales received through Draw Downs from Purchasers from BC government ministries, core government agencies and any Public Sector Entities. The reports are to provide the following information, at minimum:
  - a) CSA #
  - b) Geographic Area
  - c) Service Line
  - d) Program (Container, bulk or large volume)
  - e) Purchaser Name
  - f) Premise Name/Address
  - g) Quantity Purchased
  - h) Unit Price
  - i) Total Price Paid

6. The Offeror will provide a quarterly Draw Down report whether or not any Purchase Documents are received in that quarter. Each quarterly Draw Down report will provide an explanation for any missing data.
7. Failure to submit a Draw Down report within two months of the end of a quarter in which sales were reported may result in the CSA being suspended until such time as the Draw Down report is received.

**Quarterly Fee Remission**

8. **Administration Fee.** Each quarter, the Offeror will submit to Procurement Services Branch a cheque for one percent of all sales (exclusive of taxes) that were reported to Procurement Services on the quarterly Draw Down report, including sales to any Public Sector Entity. The cheque must be payable to the Minister of Finance, and sent to the following address:

Procurement Services Branch  
c/o PO Box 9451 Stn Prov Govt  
Victoria BC V8W 9V7

The cheque must clearly identify each CSA and the months represented in the payment. The cheque must be submitted no later than 1 month following the end of each quarter as follows:

The fee for:	Is due:
Quarter 1 (April, May, June)	July 31
Quarter 2 (July, August, September)	October 31
Quarter 3 (October, November, December)	January 31
Quarter 4 (January, February, March)	April 30

9. Draw Down reports may be checked against provincial financial records to verify accuracy. Procurement Services shall promptly notify the Offeror of any discrepancy, who will be given one month to respond to or rectify the report.
10. More than two occurrences of inaccuracies may result in the CSA being suspended, until such time as the supplier can demonstrate to Procurement Services that they are capable of managing the terms of their CSA agreement.
11. Failure to submit a reimbursement cheque for the Administration Fee within two months of the end of a quarter in which sales were reported may result in the CSA being suspended until such time as the reimbursement is received.

**Schedule G – Security Schedule**

Not applicable.

**Schedule H – Geographic Coverage and Service Schedule**









**Schedule I – Sample Draw Down Form**  
**Corporate Supply Arrangement (CSA)**  
**Document Destruction/Shredding for**  
**[Geographic Area]**

Purchasers should complete this form and email to the Offeror (supplier) at [Offeror’s email address]

Date	
------	--

**Offeror Contact Information**

Offeror Organization	<b>Shred-it International ULC</b>	CSA#	<b>CS-000909</b>
Email	[Offeror’s email address]	Phone	[Offeror’s phone number]

**Purchaser Contact Information**

Main Contact Name		Email		Phone	
Backup Contact Name		Email		Phone	

**Purchaser’s Billing Address**

Ministry/Agency Name		Branch/Unit Name	
Address		Floor/Unit	
		City	
		Postal Code	

**Purchaser’s Delivery/Service Address and Hours of Operation**

Ministry/Agency Name		Branch/Unit Name	
Address		Floor/Unit	
		City	
Hours of operation		Describe any building access restrictions, such as loading docks, limited or no access to elevators, etc.	

**Choose your shredding service (Note: not all Offerors may have all bin sizes - refer to each Offeror’s Price Schedule)**

<input type="checkbox"/> <b>Off-site Destruction</b> (documents are removed in secure truck and destroyed at plant.)								
<input type="checkbox"/> <b>On-site Destruction</b> (documents are destroyed in truck at your site.)								
<b>CONTAINER SERVICE</b> – please state number of containers you need:								
<table border="0"> <tr> <td><b>Wheeled Cart</b></td> <td>Check if you need keys <input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><b>Console</b></td> <td>Check if you need keys <input type="checkbox"/></td> </tr> </table>	<b>Wheeled Cart</b>	Check if you need keys <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Console</b>	Check if you need keys <input type="checkbox"/>
<b>Wheeled Cart</b>	Check if you need keys <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Console</b>	Check if you need keys <input type="checkbox"/>	
<b>BULK SERVICE</b> (documents must be in file boxes) – state number of boxes you need picked up								
<b>LARGE VOLUME</b> (documents must be in file boxes - minimum 200 boxes) – state number of boxes you need picked up								

**Service Frequency - Select your required frequency**  
**(Note: each Offeror’s available frequency may be different - refer to each Offeror’s Frequency Schedule)**

<b>CONTAINER SERVICE FREQUENCY</b>			
<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-weekly	<input type="checkbox"/> Every 4 weeks	<input type="checkbox"/> Other (state)
<b>BULK or LARGE VOLUME</b> – state when you prefer to have boxes to be picked up:			

The completed Draw Down Form will constitute acceptance by the Purchaser of the Offeror’s offer under the CSA, with respect to the particular services described above, and at that time a contract is formed on the terms and conditions of the General Services Agreement, as contemplated under the CSA named above, for such services. A single Draw Down cannot exceed \$75,000.

**Schedule J – Key Release Request Forms**

**Part 1**

**Key Release Request Form  
from a  
BC Government Ministry or Core Government Agency**

This document is to acknowledge that [Purchaser Name] has requested a key(s) for their secure shredding container(s). Upon receiving a key(s), [Purchaser Name] accepts full responsibility for the security of this key(s), including loss and distribution.

By accepting the key(s) it is also acknowledged that the materials in the container are no longer secure and can be accessed by the key(s) in [Purchaser Name]’s possession and that uncontrolled and unauthorized access may potentially be granted to the contents of the container(s), beyond control of [Contractor Name], while the container(s) is on the premises of [Purchaser Name]. [Purchaser Name] assumes all accountability and responsibility regarding this access and any circumstances that may arise as a result.

[Contractor Name] will maintain the security of the materials in the container(s) once it picks up the container(s) and until such time as the material in the container(s) is securely destroyed.

This document must be signed by an executive of [Purchaser Name] with the authority to sign a document of this nature, and is also subject to the approval of the Corporate Information and Records Management Office in the Ministry of Finance. [Contractor Name] will forward a copy of this document and the request for a key(s) to the Corporate Information and Records Management Office as part of the approval process.

Representative of Customer Organization:

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

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

\_\_\_\_\_  
Signature

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

**Schedule J – Key Release Request Forms**

**Part 2**

**Key Release Request Form  
from a  
Broader Public Sector Entity**

This document is to acknowledge that [Purchaser Name] has requested a key(s) for their secure shredding container(s). Upon receiving a key(s), [Purchaser Name] accepts full responsibility for the security of this key(s), including loss and distribution.

By accepting the key(s) it is also acknowledged that the materials in the container are no longer secure and can be accessed by the key(s) in [Purchaser Name]’s possession and that uncontrolled and unauthorized access may potentially be granted to the contents of the container(s), beyond control of [Contractor Name], while the container(s) is on the premises of [Purchaser Name]. [Purchaser Name] assumes all accountability and responsibility regarding this access and any circumstances that may arise as a result.

[Contractor Name] will maintain the security of the materials in the container(s) once it picks up the container(s) and until such time as the material in the container(s) is securely destroyed.

This document must be signed by an executive of [Purchaser Name] with the authority to sign a document of this nature.

Representative of Customer Organization:

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

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

\_\_\_\_\_  
Signature

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

**Schedule K – Sample Container Fullness & Weight Equivalent Monthly Summary Report**

**Container Fullness & Weight Equivalent Monthly Summary Report**

Month: October 2017

Customer ID/Account #:

Premise Name	Container Type	# Empty	# 1/4 Full	# 1/2 Full	# 3/4 Full	# of Full	Totals
Arbutus Lodge	Wheeled Cart	0	0	1	2	2	5
	Console	0	8	0	8	9	25
Abbotsford Regional Head Office	Wheeled Cart	0	62	36	18	9	125
	Console	2	77	8	98	8	193
Burnaby Operations Yard	Wheeled Cart	1	62	12	9	2	86
	Console	0	0	0	0	0	0
		3	209	57	135	30	434

**Conversion to Weight in Kg**

# Empty	# 1/4 Full	# 1/2 Full	# 3/4 Full	# of Full	Totals
0	0	25	75	100	375
etc.	etc.	etc.	etc.	etc.	etc.
etc.	etc.	etc.	etc.	etc.	etc.
etc.	etc.	etc.	etc.	etc.	etc.
etc.	etc.	etc.	etc.	etc.	etc.
etc.	etc.	etc.	etc.	etc.	etc.
					etc.

**Note:** Each Container type would have a pre-determined weight in kilograms when full, and this amount would be used to calculate in the report how much all of the Containers contained in Documents in approximate weight equivalents in kilograms, based on the fraction each bin was full.