

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: 03/31/2017

CONTRACT #: 8002153

NIGP CODE: 962-2700

CONTRACT FOR: DATA DESTRUCTION SERVICES

CONTRACTOR: ABSOLUTE DATA DESTRUCTION, INC.

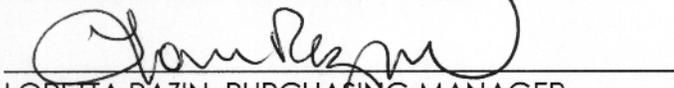
VENDOR CODE #: 174336

**SUBMITTED FOR ACCEPTANCE BY:**

  
MATT JOHNSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY  
\*\*\*\*\*

DATE 3/31/17

**RECOMMENDED FOR ACCEPTANCE BY:**

  
LORETTA RAZIN, PURCHASING MANAGER  
BUREAU OF PURCHASE AND PROPERTY  
\*\*\*\*\*

DATE 3/31/17

**RECOMMENDED FOR ACCEPTANCE BY:**

\_\_\_\_\_  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY  
\*\*\*\*\*

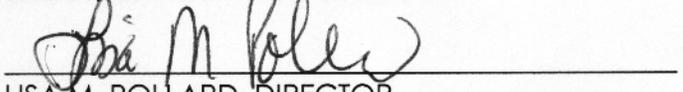
DATE \_\_\_\_\_

**APPROVED FOR ACCEPTANCE BY:**

  
GARY LUNETTA, ADMINISTRATOR IV  
BUREAU OF PURCHASE AND PROPERTY  
\*\*\*\*\*

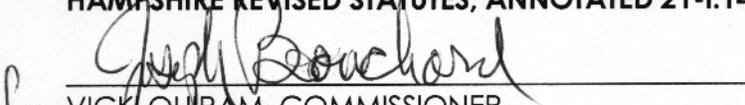
DATE 3/31/17

**ENDORSED FOR ACCEPTANCE BY:**

  
LISA M. POLLARD, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES  
\*\*\*\*\*

DATE 3-31-17

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.**

  
VICKI QUIRAM, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
\*\*\*\*\*

DATE 3-31-17

Subject: Data Destruction Services

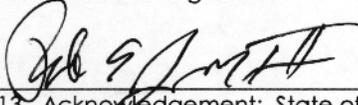
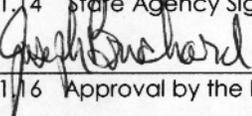
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

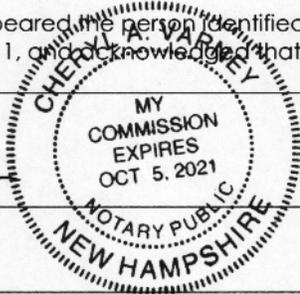
**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Absolute Data Destruction, Inc.		1.4 Contractor Address 15 Lance Ln. Manchester NH 03108 Goffstown, NH 03045	
1.5 Contractor Phone Number 603-289-2271	1.6 Account Number	1.7 Completion Date March 31, 2022	1.8 Price Limitation \$600,000.00
1.9 Contracting Officer for State Agency Matthew Johnson		1.10 State Agency Telephone Number 603-271-3146	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory V. P.	
1.13 Acknowledgement: State of _____, County of _____ On <u>March 30, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Cheryl A. Varney</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Cheryl A. Varney</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <del>Vicki V. Quiram, Commissioner</del> <u>Joseph Bouchard, Assistant Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials REF  
Date 3/30/17

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Absolute Data Destruction, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Data Destruction Services in accordance with the bid/proposal submission in response to State Request for Bid 1964-17 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 1964-17

**3. TERM OF CONTRACT**

This Contract shall commence on April 1, 2017 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on March 31, 2022, a period of approximately five (5) years.

**4. SCOPE OF WORK**

- Employee Confidentiality
  - Confidentiality Agreement – All employees of the Contractor who have access to, or can provide access to, confidential materials shall sign a Confidentiality Agreement.
  - Criminal Record – All employees of the Contractor who have access to, or can provide access to, confidential materials shall pass a criminal background check. No person having been convicted of a felony involving theft or larceny that is related to any fiscal, financial or fiduciary matter, may be employed by the Contractor and or Sub-Contractors.
  - Drug Screening – All employees of the Contractor and or Sub-Contractors who have access to, or can provide access to, confidential materials shall be drug-screened at time of hire and must pass random drug tests during term of employment.
  - Bonding – All Contractor employees shall be covered under an employee 'honesty' bond in the amount of \$10,000. The Bureau of Purchase and Property shall be provided evidence of such bonds annually, or as requested, from the Contractor's and Sub-Contractor's (if applicable) insurance agent.
  - Audit – The Contractor shall allow representatives from the State of New Hampshire to view evidence of all appropriate documentation prior to Contract award, and at any time during the Contract period.

- Security of Vehicles – All vehicles used for on-site shredding and disposal of materials, and for transfer of client records to off-site facility for shredding shall have lockable/securable cabs and lockable/securable fully enclosed boxes.
  - Vehicles shall have a current commercial vehicle registration and inspection as applicable under state law.
  - Drivers shall meet all licensing requirements of the State of New Hampshire, or applicable governmental jurisdiction.
- Security of Facility – Contractor shall provide a secure area within the facility devoted to destroying confidential materials and for holding records unattended until destruction can be accomplished.
  - Materials shall be attended by a Contractor employee or physically secured from unauthorized access while in the custody of the Contractor before being shredded.
  - All entrances and exits to secure area shall be monitored to prevent unauthorized access.
  - A monitored alarm system shall be in place to be utilized when the facility is unoccupied.
- Shredding Process – The destruction of confidential paper records, either on-site or off-site, shall be in a manner that will render the documents virtually unreadable and non-reconstructable. The Contractor shall perform the process of cross cutting, piercing and tearing with a maximum width of 3/4"; max length 2.5", 5/8 shred width 2.5" onsite.
- Disposal of Shredded Material – The Contractor shall transport confidential paper back to their facility to be destroyed in a confidential manner. The paper shall be shredded, baled and stored in a locked and alarmed building until disposal. The paper mill that shall be responsible for disposal shall be Canusa Hershman Recycling Co. Located at 45 NE Industrial road, Branford, CT 06405.
- The Contractor shall be required to provide the following services and items:
  - **On-Site:** The Contractor shall provide mobile shredding services to agencies requiring on-site services.
    - Documents/records for destruction shall be collected and stored by agency in containers provided by Contractor or in agency owned containers. See 'Containers' below for descriptions.
    - All materials shall be securely contained during transfer from agency location to transportation vehicle to prevent loss from wind or other atmospheric conditions.
    - Materials shall remain secured in the immediate custody of the Contractor's employee until the mobile shredding equipment destroys them.
    - Shredded materials shall be transported by Contractor's vehicle to facility for disposal.
    - Contractor shall allow authorized State agency personnel to inspect vehicle and equipment before, during and after completion of shredding services.

- Contractor shall charge by the container (box or tote); refer to Exhibit B.
- Dates and times for on-site services or for pick-up of containers shall be arranged between the using agency and the Contractor.
- All days scheduled by the Contractor shall be during normal business days, Monday through Friday, between the hours of 8:30 a.m. and 4:00 p.m., except on official State of New Hampshire holidays.
  - At time of completion of on-site services, Contractor shall present a site visit slip to using agency employee for signature. A copy will be retained by the agency. Contractor shall submit a copy of site visit slip with invoice for services – as described in 'Invoicing' on page 4 of the RFB. The slip shall contain the information listed below.
    - Location and name of agency for whom on-site service was provided
    - Date of visit and service
    - Number of containers, consoles or agency cubes which were shredded on visit
    - Signature and title of Contractor employee providing services
- **Off-Site:** The Contractor shall offer pick-up and transfer confidential paper records to a secure off-site facility for shredding and disposal.
  - Documents/records for destruction shall be collected and stored by agency in containers provided by Contractor or in agency owned containers. See 'Containers' below for descriptions.
  - All materials shall be securely contained during transfer from agency location to transportation vehicle to prevent loss from wind or other atmospheric conditions.
  - Materials shall be transported by Contractor's vehicle to facility for shredding and disposal
  - Contractor shall charge by the pound for off-site shredding.
  - Materials shall be weighed at Contractor facility on a scale certified to be accurate by the appropriate government agency. Copy of current certification(s) shall be provided to State upon award of Contract.
  - Contractor shall allow authorized state agency personnel to inspect facility and equipment before, during and after completion of shredding services.
  - A notarized certification of document destruction shall be provided within three (3) business days of pick-up. The certificate shall include the following information:
    - Signed shredding slip (signed by state agency employee);
    - Date of shredding;
    - Dated certification that all documents received have been handled, shredded and destroyed in a confidential manner;

- Signature and job title of individual providing certification;
  - Number of pounds of materials destroyed, as measured on a certified accurate scale
- Contractor Containers – Shall be required to provide plastic containers (totes) and/or office consoles to accommodate paper/records collection at agency location. Quantity and type of containers at each location shall be at individual agency request.

**CONTAINER REQUIREMENTS:**

- Plastic containers, with wheels; 65-gallon, or approximately 225 lbs. capacity; available with locking or non-locking cover
- Plastic containers, with wheels; 95-gallon, or approximately 300 lbs. capacity; available with locking or non-locking cover
- Office consoles shall be approximately 20" x 20" x 37"high; with a capacity of 80 to 100 pounds. Each console shall contain bags that can be removed for shredding; and shall be available with locks if requested.
- Gaylords, (extra-large volume containers) shall be made available to agencies that request them for large quantity shredding services or 'purges'. Container shall be available with locking or non-locking cover.
- Agency supplied containers, or boxes, shall be designated as 'Cubes' and shall be categorized according to the following dimensions:
  - 1 Cube = 35 lbs., (approximately the size of a standard 15" x 12" x 9.75" archive box)
  - 2 Cube = 55-65 lbs.
  - 3 Cube = 70 lbs.
- Dates and times for on-site services or for pick-up of containers shall be arranged between the using agency and the Contractor.

**CONTAMINATED CARD STOCK FOR NH LOTTERY**

**Contractor Shall:**

- Shred and dispose of instant scratch tickets (estimated 30,000 – 50,000 lb. /annual).
- Shred and recycle thermal paper stock and traditional waste paper.
  - **Off-Site:**
    - Documents, paper, tickets for destruction shall be collected and stored by the Lottery in containers provided by the Contractor, at said Contractor's expense. The collection shall be made before noon on the appointed day(s).
    - The Contractor shall collect and transport all materials to be destroyed to the Contractor's facility, which shall be no more than twenty-five (25) road miles from

the Lottery facility.

- All materials to be destroyed shall be loaded into an appropriate vehicle, as determined by the authorized Lottery representative, which is to be locked in the presence of the said representative and shall remain locked until arrival at the Contractor's facility.
  - The Contractor shall permit authorized Lottery representatives to witness unloading of the material, its transit and subsequent destruction.
- Prior to destruction, the Contractor shall weigh all materials on a certified accurate scale.

The Contractor shall issue a Certificate of Destruction, confirming that all Lottery materials have been destroyed; and certificate shall contain the signatures of representatives of the Contractor and the Lottery, and shall detail how many pounds of each type of material have been destroyed.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

## **5. TERMINATION**

The State of New Hampshire has the right to terminate the Contract at any time by giving the Contractor thirty (30) days advance written notice.

**6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall perform data destruction services strictly pursuant to, and in conformity with, the specifications described in State RFB1964-17, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

**7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**8. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**9. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the Contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide data destruction services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$600,000; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as March 31, 2022.

**2. PRICING STRUCTURE**

<b>ON-SITE SHREDDING WITH OFF-SITE DISPOSAL (* Prices Reflect All NH Counties)</b>	<b>PRICE PER CONTAINER</b>
<b>65-GA SIZE</b>	
Continuous Shred	Included
Cross Cut/Pierce & Tear	\$14.00
Pulverized	Included
<b>95-GA SIZE</b>	
Continuous Shred	Included
Cross Cut/Pierce & Tear	\$18.00
Pulverized	Included
<b>20" x 20" x 37"</b>	
Continuous Shred	Included
Cross Cut/Pierce & Tear	\$9.00
Pulverized	Included
<b>35 lb. Box/Cube</b>	
Continuous Shred	Included
Cross Cut/Pierce & Tear	\$5.50
Pulverized	Included
<b>OFF-SITE SHREDDING AND DISPOSAL (* Prices Reflect All NH Counties)</b>	
<b>65-GA SIZE</b>	
Continuous Shred	Included
Cross Cut/Pierce & Tear	\$10.00
Pulverized	Included
<b>95-GA SIZE</b>	
Continuous Shred	Included
Cross Cut/Pierce & Tear	\$12.50
Pulverized	Included
<b>20" x 20" x 37"</b>	
Continuous Shred	Included
Cross Cut/Pierce & Tear	\$6.00
Pulverized	Included
<b>35 lb. Box/Cube</b>	
Continuous Shred	Included

Cross Cut/Pierce & Tear	\$3.50
Pulverized	Included
<b>NON-PAPER MEDIA (Prices Reflect All NH Counties)</b>	
Price Per Pound of Material	\$0.27
<b>LOTTERY CONTAMINATED CARD STOCK (* Price Reflect All NH Counties)</b>	
Price Per Pound of Material	\$0.165

**3. INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within thirty (30) days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

**4. PAYMENT**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

**EXHIBIT D**

RFB 1964-17 is incorporated here within.

Contractor Initials RRF  
Date 3/30/17

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ABSOLUTE DATA DESTRUCTION, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 04, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 251534



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of March A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

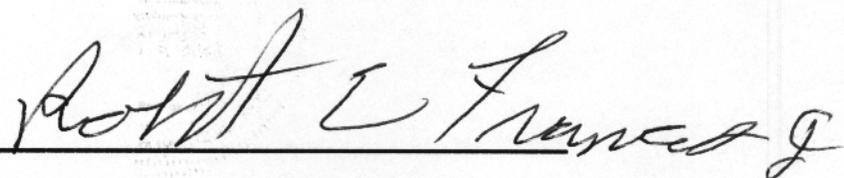
William M. Gardner  
Secretary of State

# ABSOLUTE DATA DESTRUCTION

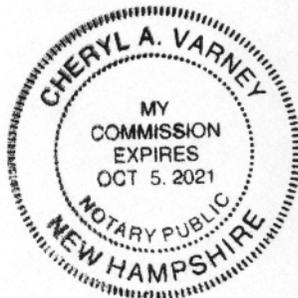
Confidential Data & Document Destruction  
Shredding Service

---

I, Robert Francis Jr, President of Absolute Data Destruction, give Robert Francis III the authority to sign contracts and negotiate with the State of NH.



Robert E. Francis Jr.



Cheryl A. Varney  
3/30/2017



# CERTIFICATE OF LIABILITY INSURANCE

ABSOL-4 OP ID: MK

DATE (MM/DD/YYYY)  
12/02/2016

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> Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Chris McPhail	<b>Phone: 603-424-9901</b> <b>Fax: 866-848-1223</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURED</b> Absolute Data Destruction P.O. Box 4387 Manchester, NH 03108-4387		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Frankenmuth Mutual Ins Co</b> <b>NAIC # 13986</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPP6327596	08/01/2016	08/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA6327596	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPP6327596	08/01/2016	08/01/2017	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

State of New Hampshire  
 Administrative Services  
 Bureau of Purchase & Property  
 25 Capitol Street, Room 102  
 Concord, NH 03301

**CANCELLATION**

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2017

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 have ADDITIONAL INSURED provisions or 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> Tom Honan c/o Hays Companies of New England 133 Federal Street Second Floor Boston, MA 02110	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (617) 723-7775      FAX (A/C, No): (617) 723-5155 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Surge Resources, Inc. Alt. Emp: ABSOLUTE DATA DESTRUCTION, INC 300 Hanover Street Manchester, NH 03104	<b>INSURER A:</b> Zurich-American Insurance Company	<b>NAIC #</b> 16535
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 16NH001822828

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC 48-65-810-11	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			<b>Location Coverage Period:</b>	10/01/2016	10/01/2017	<b>Client# 1011</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:  
**ABSOLUTE DATA DESTRUCTION, INC**  
 15 Lance Lane  
 Goffstown, NH 03045

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Administrative Services  
 Bureau of Purchase & Property  
 25 Capitol Street, Room 102  
 Concord, NH 03301

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

© 1988-2015 ACORD CORPORATION. All rights reserved.