September 1, 2017

NA

Off-Site Hard Drive Shredding

Aurum Recovery Group

NIGP CODE: 920-5000

VENDOR CODE #: 278938

DATE: 9/1/17

JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 9/1/17

LORETTA RAZIN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

DATE 9/1/17

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 9/1/17

GARY LUNETTA, ADMINISTRATOR IV
BUREAU OF PURCHASE AND PROPERTY

DATE 9/1/17

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

DATE 9-5-17

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9-5-17

Revised 6/21/17 PAR
Subject: Off-Site Hard Drive Shredding Services

FORM NUMBER P-37 (version 5/8/15)

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

<table>
<thead>
<tr>
<th>1. IDENTIFICATION.</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 State Agency Name</td>
<td></td>
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<tr>
<td>State of New Hampshire</td>
<td></td>
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<tr>
<td>Department of Administrative Services</td>
<td></td>
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<tr>
<td>Bureau of Purchase and Property</td>
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</tr>
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<td>1.3 Contractor Name</td>
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<tr>
<td>Aurum Recovery Group</td>
<td></td>
</tr>
<tr>
<td>VC# 278938</td>
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</tr>
<tr>
<td>1.4 Contractor Address</td>
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</tr>
<tr>
<td>10 Lamy Drive</td>
<td></td>
</tr>
<tr>
<td>Goffstown, NH 03045</td>
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</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
<td></td>
</tr>
<tr>
<td>603-935-8330</td>
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</tr>
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<td>1.6 Account Number</td>
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<td>1.7 Completion Date</td>
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<tr>
<td>September 30, 2020</td>
<td></td>
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<td>1.8 Price Limitation</td>
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<td>$75,000.00</td>
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<td>1.9 Contracting Officer for State Agency</td>
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<tr>
<td>Jeff Haley, Purchasing Agent</td>
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<tr>
<td>1.10 State Agency Telephone Number</td>
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<td>603-271-2202</td>
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<tr>
<td>1.11 Contractor Signature</td>
<td></td>
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<tr>
<td>[Signature]</td>
<td></td>
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<tr>
<td>1.12 Name and Title of Contractor Signatory</td>
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<tr>
<td>Eric Lindsey, Vice President</td>
<td></td>
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<tr>
<td>1.13 Acknowledgement: State of N.H.</td>
<td></td>
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<tr>
<td>County of Hillsborough</td>
<td></td>
</tr>
</tbody>
</table>

On 8/30/17, 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]

1.13.2 Name and Title of Notary Public or Justice of the Peace

GURPREET KAUR, AHT

1.14 State Agency Signature

[Signature]

Date: 9/15/17

1.15 Name and Title of State Agency Signatory

Charles M. Arlinghaus, Commissioner

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:

Page 1 of 12
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 be 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 ESI
Date 8-3-17
• All materials shall be securely contained in locked containers during transfer from State location to transportation vehicle and final destruction facility.

• Hard drives remain secured in the immediate custody of the Contractor's employees until the shredding equipment destroys them.

• The serial number of each drive shall be scanned just prior to the Contractor shredding the drive.

• Drives may be encased in a "skuzy drive", which is a mounting sleeve and can be shredded with the drive or removed by Contractor.

• Contractor shall allow authorized State personnel to inspect vehicle/facility, and equipment before, during and after completion of shredding services.

• Shredding accomplished "Off-Site" shall include the option to be witnessed by a State representative of the agency or to have the Contractor video tape the destruction process. If the shredding operation is videotaped, the video shall be supplied as part of the Certificate of Destruction Manifest.

• Dates and times for pick-up of hard drives shall be arranged between the using agency and the contractor.

• All days scheduled by the contractor shall being during normal business days, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., except on official State of New Hampshire holidays.

• Contractor to provide a signed "Certificate of Destruction" Manifest, which shall include:

  • Date, Time, Location of Destruction, Total Drive Count, Video File (if requested) and Serial Number File as a fully documented audit trail.

• All off-site destruction must be completed within 5 business days for volumes under 1000 drives, and within 10 business days for 1000 or more drives.

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**Security of Facility for Off-Site**

Contractor must provide a secure area within the facility devoted to destroying confidential materials and for holding drives unattended until destruction can be accomplished.

• Materials are always attended by a Contractor's employee or physically secured from unauthorized access while in the custody of the Contractor before being shredded.

• All entrances and exits to secure area must be monitored to prevent unauthorized access.

• A monitored alarm system shall be in place to be utilized when the facility and secured area are unoccupied.

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.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

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 provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2003-18, 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.
CERTIFICATE OF LIABILITY INSURANCE

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).

PRODUCER
Slawsky Insurance Agency
3 Mound Ct., Suite B
PO Box 1807
Merrimack, NH 03054-1807

INSURED
RS Lindsey Inc & Aurum Recovery Group
10 Lamy Drive
Goffstown, NH 03045-5218

CONTACT
Lisa Falzarano
PHONE (800) 258-1776
(603) 429-1843
E-MAIL ifalzarano@minutemanmg.com

INSURER
Acadia Insurance
INSURER E:

INSCRIBED CAP.
NAM #
25844

COVERAGES
CERTIFICATE NUMBER 2017 Master

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.

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<th>RETENTION %</th>
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<th>POLICY EXPIRY (MM/DD/YYYY)</th>
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<td>NON-OWNED AUTOS</td>
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<td>Y/N</td>
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<td>4/12/2017</td>
<td>4/12/2018</td>
<td>E.L. EACH ACCIDENT</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
State of N.H., Admin Services, Bureau of
Purchase & Property, Purchasing Agent/Ann Haley or his successor
25 Capitol St., 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
Lisa Falzarano/LISA

© 1988-2014 ACORD CORPORATION. All rights reserved.
Corporate Resolution of:
R.S. Lindsey & Company, Inc.

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made on August 30, 2017 date at 3:00 pm time at 10 Lamy Drive Goffstown, NH 03045 location.

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

Eric S. Lindsey, Vice President has the authority to and will be signing, accepting and taking responsibility for the bid 2003-18 for Hard Drive Destruction for the State of New Hampshire through the P-37 Agreement.

Therefore, it is resolved, that the corporation shall:

Accept the Bid 2003 - 18 for the State of New Hampshire Hard Drive Destruction starting September 1st, 2017 and lasting a term of three (3) years from acceptance and agreement.

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

Director signature

Director signature

Director signature

Director signature

Eric S. Lindsey - Vice President
Printed name
Date 08/30/2017

R. Scott Lindsey - President
Printed name
Date 08/30/2017

Gloria Lindsey
Printed name
Date

www.northwestregisteredagent.com
Director signature

Printed name

Date

Director signature

Printed name

Date

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the board of directors.

Signature of Secretary

Gloria Lindsey

Printed name of Secretary

08/30/17

Date
## Business Information

### Business Details

- **Business Name:** AURUM RECOVERY GROUP
- **Business Type:** Trade Name
- **Expiration Date:** 4/2/2020
- **Business Creation Date:** 04/02/2015
- **Date of Formation in Jurisdiction:** 04/02/2015
- **Principal Office:** 10 Lamy Drive, Goffstown, NH, 03045, USA
- **Business Email:** NONE
- **Notification Email:** NONE
- **Business ID:** 724161
- **Business Status:** Active
- **Last Renewal Date:** Not Available
- **Name in State of Formation:** Not Available
- **Mailing Address:** NONE
- **Phone #:** NONE
- **Fiscal Year End Date:** NONE

### Principal Purpose

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<th>S.No</th>
<th>NAICS Code</th>
<th>NAICS Subcode</th>
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<tbody>
<tr>
<td>1</td>
<td>OTHER / electronics recycling, asset recovery and related services</td>
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### Trade Name Information

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<th>Business Name</th>
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### Trade Name Owned By

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<tr>
<th>Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>R. S. LINDSEY &amp; CO., INC.</td>
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<td>Good Standing</td>
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https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=549606 8/7/2017
STATE OF NEW HAMPSHIRE
Bureau of Purchase and Property
BID #2003-18
8/4/2017 @ 10:30 AM
On-Site and Off-Site Hard Drive Shredding
STATEWIDE

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<th>On-Site Price per drive</th>
<th>Off-Site Price per drive</th>
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<tr>
<td>Aurum Recovery</td>
<td>$8.00</td>
<td>$2.95</td>
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<td>Congruity 360</td>
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