NOTICE OF CONTRACT

COMMODITY: Data Destruction Services

CONTRACT NO.: 8002153

NIGP: 962-2700

VENDOR: Absolute Data Destruction  
VENDOR #: 174336
15 Lance Lane  
Manchester, NH 03108

CONTACT PERSON(s): Robert Francais  
Tel. No.: 603-644-4385  
Cell No.: 603-289-2271  
Fax No.: 603-625-1505  
E-Mail: Addshred@aol.com

EFFECTIVE FROM: April 1, 2017 through: March 31, 2022

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

INVOICING & PAYMENTS: 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.

Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State’s satisfaction.

ORDERING: State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

QUESTIONS: Direct any questions to Jeff Haley, 603-271-2202 or Jeffrey.Haley@nh.gov
**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/or Sub-Contractor’s 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” on-site.

- **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 following information:
  - 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

Per Bid # 1964-17
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.

**PRODUCTS & PRICING:**

<table>
<thead>
<tr>
<th>Products &amp; Disposal</th>
<th>Price Per Container</th>
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<tbody>
<tr>
<td><strong>ON-SITE SHREDDING WITH OFF-SITE DISPOSAL (Prices Reflect All NH Counties)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>65-GA SIZE</strong></td>
<td></td>
</tr>
<tr>
<td>Cross Cut/Pierce &amp; Tear</td>
<td>$14.00</td>
</tr>
<tr>
<td><strong>95-GA SIZE</strong></td>
<td></td>
</tr>
<tr>
<td>Cross Cut/Pierce &amp; Tear</td>
<td>$18.00</td>
</tr>
<tr>
<td><strong>20” x 20” x 37”</strong></td>
<td></td>
</tr>
<tr>
<td>Cross Cut/Pierce &amp; Tear</td>
<td>$9.00</td>
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<tr>
<td><strong>35 lb. Box/Cube</strong></td>
<td></td>
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<tr>
<td>Cross Cut/Pierce &amp; Tear</td>
<td>$5.50</td>
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<td><strong>OFF-SITE SHREDDING AND DISPOSAL (Prices Reflect All NH Counties)</strong></td>
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<td></td>
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<tr>
<td>Cross Cut/Pierce &amp; Tear</td>
<td>$10.00</td>
</tr>
<tr>
<td><strong>95-GA SIZE</strong></td>
<td></td>
</tr>
<tr>
<td>Cross Cut/Pierce &amp; Tear</td>
<td>$12.50</td>
</tr>
<tr>
<td><strong>20” x 20” x 37”</strong></td>
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<tr>
<td>Cross Cut/Pierce &amp; Tear</td>
<td>$6.00</td>
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<td><strong>35 lb. Box/Cube</strong></td>
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<tr>
<td>Cross Cut/Pierce &amp; Tear</td>
<td>$3.50</td>
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<tr>
<td><strong>NON-PAPER MEDIA (Microfilm, CD’s, Video Tape, Cassette Tape, Storage Media, etc.) (Prices Reflect All NH Counties)</strong></td>
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<tr>
<td>Price Per Pound of Material</td>
<td>$0.27</td>
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<tr>
<td><strong>LOTTERY CONTAMINATED CARD STOCK (Prices Reflect All NH Counties)</strong></td>
<td></td>
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<tr>
<td>Price Per Pound of Material</td>
<td>$0.165</td>
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*All containers are on a minimum twelve (12) week pick-up rotation unless requested differently by agency.