NOTICE OF CONTRACT

COMMODITY: On-Site Hard Drive Shredding

CONTRACT NO.: 8002218

NIGP: 920-0000

VENDOR: Rockland Congruity, LLC  VENDOR #: 309039

CONTACT PERSON: Paul Leeber

Tel. No.: 781-826-9080
Mobile No.: 781-499-6153
E-Mail: pleeber@congruity.com

EFFECTIVE FROM: September 25, 2017 through September 30, 2020

PRICING:

<table>
<thead>
<tr>
<th>Units</th>
<th>Price Per Unit</th>
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</thead>
<tbody>
<tr>
<td>1-399</td>
<td>$8.00</td>
</tr>
<tr>
<td>400-999</td>
<td>$6.00</td>
</tr>
<tr>
<td>1000+</td>
<td>$5.00</td>
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PAYMENT & TERMS: The resulting contract has mandatory Procurement Card usage for agencies enrolled in the State P-Card Program.

INVOICING & PAYMENTS: Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State’s satisfaction.

F.O.B.: F.O.B. Destination to any location within the State of New Hampshire

ORDERING: State agencies will place their orders by telephone call or email to Paul Leeber, contact information above.

QUESTIONS: Direct any questions to Jeff Haley, 603-271-2202 or Jeffrey.Haley@NH.Gov
4. SCOPE OF WORK

Contractor to provide On-site and/or On-site hard drive destruction options with full audit trail and certificate of destruction.

On-Site shall mean destruction taking place in a secure mobile shredder at any State Agency’s physical address.

Each service should be priced on a per drive destruction rate, based on drive volumes.

- Employee Confidentiality.
  - Confidentiality Agreement. All employees or sub-contractors of the Contractor who have access to, or can provide access to, confidential materials must sign a Confidentiality Agreement.
  - Criminal Record. All employees or sub-contractors of the Contractor who have access to, or can provide access to, confidential materials must 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.
  - Drug Screening. It is responsibility of the Contractor to ensure. All employees or sub-contractors of the Contractor who have access to, or can provide access to, confidential materials must be drug-screened at time of hire and must pass random drug tests during term of employment.
  - 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. All sub-contractors must meet the same confidentiality, criminal background check and drug screening requirements as noted above.

HARD DRIVE DESTRUCTION

- Contractor shall shred all drives into pieces no greater than 1 ½ inch in size.

- All hard drive destruction shall be accomplished On-site. Observation of destruction by a State of NH employee shall be a mandatory option.

- Contractor shall insure that all shredded materials are disposed of (sold or discarded) in an environmentally safe, recycled manner with a 0% landfill policy.

SECURITY OF SHREDDING/TRANSPORT VEHICLES

- Shredded materials shall be transported by Contractor’s vehicle for disposal/recycling.

- Containers must be locked in transit for destruction and remain secure throughout transport until final delivery of materials to the designated disposal/recycling location.

- All vehicles used in the transport of shredded materials shall have lockable/securable cabs and lockable/securable fully enclosed boxes.

- Vehicles must 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.

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ON-SITE: Contractor shall provide mobile hard drive destruction services at State Agency locations.

- Contractor must have the capacity to shred up to 800 drives in a single day's visit during normal working hours, Monday through Friday, 8:00 AM to 4:00 PM.

- Hard Drives for destruction shall be collected and stored by the State in containers provided by the Contractor or in agency owned containers.

- All drive serial numbers shall be scanned and the total drive count verified by the Contractor prior to transfer of ownership.

- The resulting scanned file shall be provided to the Agency Point of Contact (POC) in an agreed electronic file format (e.g., doc, rtf, xls) with appropriate signoff by both parties to acknowledge drive count and chain of custody transfer.

- If the On-Site shredding operation will take place away from the immediate vicinity of the Agency POC or their designate, all materials must be securely stored in locked containers during transfer from State location to Contractor's shredding vehicle.

- Hard drives shall remain secured and separated from any other drives or material and in the immediate custody of the Contractor's employee until the mobile shredding equipment destroys them.

- Drives may be encased in a “skuzzy drive”, which is a mounting sleeve and can either be shredded with the drive or removed prior to shredding by the Contractor.

- Contractor shall provide the option for authorized State personnel to inspect vehicle and equipment before, during and after completion of shredding services.

- The Contractor shall provide the ability for a State representative of the agency to witness the shredding operation in person or via a live video feed operating from within the shredding vehicle.

- If Contractor machinery breaks down, Contractor shall have the capability to repair the equipment on-site within a reasonable timeframe (1 hour).

- Dates and times for hard drive destruction shall be arranged between the using agency and the Contractor.

- Contractor to provide a signed “Certificate of Destruction” Manifest, which shall include:
  
  Date, Time, Location of Destruction, Total Drive Count along with an electronic Serial Number File in an agreed file format (e.g., doc, rtf, xls) as a fully documented audit trail.

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 Per Bid # 2003-18
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.