



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 30, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract (Contract # 8003736) with Shred This Inc. dba SecurShred (VC#554181), in an amount up to and not to exceed \$561,564.00 for Data Destruction Services with the option to extend for two years, effective upon Governor and Executive Council approval through September 30, 2028.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued three requests for bid (RFB) for Data Destruction due to the vast fluctuation in pricing and vendors. RFB 3006-25, RFB 3033-25 and lastly, RFB 3055-26. RFB 3055-26 was issued on July 9, 2025, closing on July 23, 2025. This RFB reached 15 vendors through the NIGP registry with an additional 9 directly sourced. There were two responses received with one being deemed non-compliant based on the bid requirement to be NAID certified. The compliant response was received from Shred This Inc. dba SecurShred.

Upon approval Shred This Inc. dba Securshred would provide Data Destruction services throughout the State with firm fixed pricing for three years to shred and destroy sensitive documents. The requested price limitation is \$561,564.00 and includes a vendor allowance of \$93,564.00, or 20%, for additional agencies to utilize the contract. Although the overall cost of the contract has a moderate increase annually of \$11,596.50, during discussions with various agencies, DAS found significant cost savings for the New Hampshire State lottery for their use of Gaylord containers. The Gaylord containers are a 48" x 40" x 36" triple wall corrugated container that sits on a pallet that can hold the heavy weight of the card stock of lottery tickets. Currently they are being serviced under the balance of product line with a cost of \$108.00 per container. Upon approval the new contracted price would be \$60.00, representing a 44% decrease in cost or \$17,280.00 cost avoidance for the same Gaylord container based on approximately 120 per year.

Contract financials	
Estimated annual spend	\$155,990.00
Vendor allowance 20%	\$93,567.00
Recommended price limitation	\$561,564.00

The Department of Administrative Services has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract.

Based on the foregoing, I am respectfully recommending approval of the contract with Shred This Inc. DBA SecureShred

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Data Destruction	Agency	Statewide
RFB#	3055-26	Requisition#	N/A
Agent Name	Carrie Martin	Bid Closing	July 17, 2025 @ 11:00 AM

Indicates Award:

Qty.	UOM	Product Description	Securshred		Expiring Contract	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
		ON SITE SHREDDING WITH OFFSITE DISPOSAL				
938		Larger Container 48"H X 25" W x 34"D 95 Gallon up to 300 LBS	\$15.00	\$14,070.00	\$17.00	\$15,946.00
985		Medium Container 42"H x 23"W X 26" D 65 Gallon up to 200 LBS.	\$15.00	\$14,775.00	\$13.50	\$13,297.50
200		Standard Console 20"H x 20" W x 36" D 32 Gallon up to 100LBS.	\$15.00	\$3,000.00	\$9.00	\$1,800.00
200		Cube: Agency Container 15'H X12"W X9.5" D	\$5.50	\$1,100.00	\$6.00	\$1,200.00
		Bulk Purge Shredding 15"W X 12"H x 9.75" D		\$0.00		
		OFF SITE SHREDDING AND DISPOSAL				
985		Larger Container 48"H X 25" W x 34"D 95 Gallon up to 300 LBS	\$15.00	\$14,775.00	\$13.00	\$12,805.00
1545		Medium Container 42"H x 23"W X 26" D 65 Gallon up to 200 LBS.	\$15.00	\$23,175.00	\$10.00	\$15,450.00
100		Standard Console 20"H x 20" W x 36" D 32 Gallon up to 100LBS.	\$15.00	\$1,500.00	\$6.00	\$600.00
150		Gaylord Container 48"H x 40"W X 36" D	\$60.00	\$9,000.00		\$0.00
200		Cube: Agency Container 15'H X12"W X9.5" D	\$5.50	\$1,100.00	\$4.00	\$800.00
10		Bulk Purge Shredding 15"W X 12"H x 9.75" D				
		Minimum pick up per cube (less than 2)	\$12.00			
Sub Total				\$155,990.00		\$123,797.00
			Expiring contract annual		\$123,797.00	
			Estimated new contract annual		\$155,990.00	
			Estimated term spend		\$467,970.00	
			Add allowance for balance of product line		\$93,594.00	
			Recommended price limitation		\$561,564.00	

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	3 years W/2 year extension
Price Limitation	\$561,564.00
Number of Compliant Solicitations Received	2
Number of Sourced bidders	9
Number of NIGP Vendors Sourced	15
Number of non-responsive bidders	22
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes
Method of Payment (P-Card/ACH)	P-Card
FOB Delivered	Yes
Total Cost Increase (\$/%)	\$17,509.50
Special Notes: Incumbent vendor did not respond to bid or email as they are restructuring with new personnel. 2nd contractor that did bid is not NAID certified and would not be certified in time for the start of our state contract. This contract reflects a moderate increase of \$34,789.50 which is offset by a cost avoidance of \$17,280.00 associated with large containers (gaylords) 120 annually. The net increase is \$17,509.50	

FORM NUMBER P-37 (version 2/23/2023)

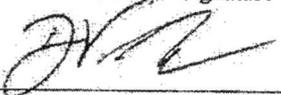
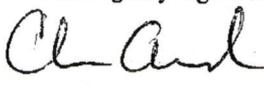
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Shred This, Inc.		1.4 Contractor Address 472 Meadowland Drive S. Burlington, VT 05403	
1.5 Contractor Phone Number 877.863.3003	1.6 Account Unit and Class Various	1.7 Completion Date September 30, 2028	1.8 Price Limitation \$561,564.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 8/27/25		1.12 Name and Title of Contractor Signatory David Van Mullen - General Manager	
1.13 State Agency Signature  Date: 10/6/25		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Christen Lavers</u> On: 10/9/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DVM

Date 8/27/25

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Shred This, Inc. dba Securshred (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 submission in response to State Request for Bid 3066-26 and as described herein.

2. CONTRACT DOCUMENTS:

2.1. This Contract consists of the following documents ("Contract Documents"):

2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37

2.1.2. EXHIBIT A Special Provisions

2.1.3. EXHIBIT B Scope of Services

2.1.4. EXHIBIT C Method of Payment

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," (2.1.4.) EXHIBIT C "Method of Payment

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence on October 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through September 30, 2028, a period of approximately three (3) years.

3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK:

4.1. The contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

4.2. The Contractor must maintain membership in good standing with the National Association for Information Destruction (NAID) throughout the entire term of the contract. It is required that a current copy of the NAID Certificate be supplied by Contractor. Provide bonded and fully insured destruction services for all grades of Material, as well as destruction services for other Media containing confidential information
<https://naidonline.org>

4.2.1. Employee Confidentiality:

4.2.2. Confidentiality Agreement – All employees of the Contractor who have access to, or can provide access to, confidential materials shall sign a Confidentiality Agreement.

4.2.3. 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.

4.2.4. 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.

4.2.5. 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 with evidence of such bonds annually, or as requested, from the Contractor's and Sub-Contractor's (if applicable) insurance agent.

4.2.6. 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.

4.2.7. 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.

4.2.8. Vehicles shall have a current commercial vehicle registration and inspection as applicable under state law.

- 4.2.9. Drivers shall meet all licensing requirements of the State of New Hampshire, or applicable governmental jurisdiction.
- 4.2.10. 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.
- 4.2.11. Materials shall be attended by a Contractor employee or physically secured from unauthorized access while in the custody of the Contractor before being shredded.
- 4.2.12. All entrances and exits to secure areas shall be monitored to prevent unauthorized access.
- 4.2.13. A monitored alarm system shall be in place to be utilized when the facility is unoccupied.
- 4.2.14. Shredding Process – The destruction of confidential paper records, either on-site or off-site, Contractor 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.
- 4.2.15. 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: **Recycling Associates**
- 4.2.16. The Contractor shall be required to provide the following services and items:
 - 4.2.16.1. **On-Site:** The Contractor shall provide mobile shredding services to agencies requiring on-site services.
 - 4.2.16.2. 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.
 - 4.2.16.3. All materials shall be securely contained during transfer from agency location to transportation vehicle to prevent loss from wind or other atmospheric conditions.
 - 4.2.16.4. Materials shall remain secured in the immediate custody of the Contractor's employees until the mobile shredding equipment destroys them.
 - 4.2.16.5. Shredded materials shall be transported by Contractor's vehicle to facility for disposal.
 - 4.2.16.6. Contractor shall allow authorized State agency personnel to inspect vehicles and equipment before, during and after completion of shredding services.
 - 4.2.16.7. The contractor shall charge by the container (box or tote); refer to Exhibit B.
 - 4.2.16.8. Dates and times for on-site services or for pick-up of containers shall be arranged between the Utilizing Agency/Eligible Participant. 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.
 - 4.2.16.9. At the time of completion of on-site services, the Contractor shall present a site visit slip to using agency employee for signature. A copy will be retained by the Contractor. 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.
 - 4.2.16.10. Location and name of agency for whom on-site service was provided
 - 4.2.16.11. Date of visit and service
 - 4.2.16.12. Number of containers, consoles or agency cubes which were shredded at the visit
 - 4.2.16.13. Signature and title of Contractor employee providing services
- 4.3. **Off-Site:** The Contractor shall offer pick-up and transfer confidential paper records to a secure off-site facility for shredding and disposal.

- 4.4. 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.
- 4.5. All materials shall be securely contained during transfer from agency location to transportation vehicle to prevent loss from wind or other atmospheric conditions.
- 4.6. Materials shall be transported by Contractor's vehicle to facility for shredding and disposal
- 4.7. Materials shall be weighed at the 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.
- 4.8. Contractor shall allow authorized state agency personnel to inspect the facility and equipment before, during and after completion of shredding Contractor services.
- 4.9. **PROOF OF SERVICE:** The Contractor shall work with the Utilizing Agency/Eligible Participant to complete a sign in and sign out log for each service to ensure the integrity of the work being done and shall be used to verify evidence of services performed. Proof of service receipts will be provided by the Contractor and need to be signed by a member of the utilizing agency/eligible participant and shall accompany all invoices. Failure to provide a proof of service receipt signed by the agency/eligible participant will result in no payment.
- 4.10. A Certification of Document Destruction shall be provided with each invoice. The certificate shall include the following information:
 - 4.11. Signed shredding slip (signed by state agency employee).
 - 4.12. Date of shredding.
 - 4.13. Dated certification that all documents received have been handled, shredded and destroyed in a confidential manner.
 - 4.14. Signature and job title of individual providing certification.
 - 4.15. Number of pounds of materials destroyed, as measured on a certified accurate scale
 - 4.16. 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.
- 4.17. **CONTAINER REQUIREMENTS:**
 - 4.18. All containers shall be equipped with Attached Lid, Locking devise and Wheels
 - 4.19. The contractor shall be responsible for maintaining all containers in good working order, cleaning containers as necessary and providing replacement and or additional containers as requested.
 - 4.20. The state shall pay only for destructions services and not for the delivery or use of any containers.
 - 4.21. **Plastic Container Medium Tote** - 64-65 Gallon Locking Shred Tote with Paper Slot - ~200 lb. capacity available with locking or non-locking cover and wheels
 - 4.22. **Plastic Container Large Tote** - 95-96 Gallon Locking Shred Tote with Paper Slot - ~300 lb. capacity available with locking or non-locking cover and wheels
 - 4.23. **Standard Console** – 32 Gallon Max - ~20" x 20" x 36" - ~100 lbs. capacity, Locking Shred Tote with Paper Slot
 - 4.24. **Gaylord Container**- 48" x 40" x 36"
 - 4.25. **Bulk Purge Shredding** (Non-Gaylord Container) – **Cubes** – 15" x 12" x 9.75"
 - 4.26. Agency supplied containers, or boxes, shall be designated as '**Cubes**' and shall be categorized according to the following dimensions:
 - 4.26.1.1. 1 Cube = 35 lbs., (approximately the size of a standard 15" x 12" x 9.75" archive box)
 - 4.26.1.2. 2 Cube = 55-65 lbs.
 - 4.26.1.3. 3 Cube = 70 lbs.

4.27. Bulk Purges charged by this box size or will be measured 6 boxes equals (1) 64-65 Gallon Tote or 10 boxes equals (1) 95-96 Gallon Tote

4.27.1. Dates and times for on-site services or for pick-up of containers shall be arranged between the using agency and the Contractor.

4.28. CONTAMINATED CARD STOCK FOR NH LOTTERY

4.28.1. Contractor Shall:

4.28.2. Shred and dispose of instant scratch tickets (estimated 30,000 – 50,000 lb. /annual).

4.28.3. Shred and recycle thermal paper stock and traditional wastepaper.

4.29. Off-Site:

4.29.1. Documents, paper, and 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).

4.29.2. The Contractor shall collect and transport all materials to be destroyed to the Contractor's facility, which shall be no more than fifty (50) road miles from the Lottery facility.

4.29.3. 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.

4.29.4. The Contractor shall permit authorized Lottery representatives to witness unloading of the material, its transit and subsequent destruction.

4.29.5. Prior to destruction, the Contractor shall weigh all materials on a certified accurate scale.

4.29.6. 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

4.29.7. **RESPONSE TIME:** The Contractor shall respond to service calls per the following requirements:

4.29.8. Calls for pick up shall be returned within 1 business day

4.29.9. Calls for Data destruction bins size change will be completed within 5 business days.

4.29.10. Calls for purge requirements will be completed within 5 business days

5. COMMERCIAL REQUIREMENTS:

5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract 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.

5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

- 5.4. The State shall require correction of any defective work and the repair of any damages to any part of a building, or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 5.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.
- 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 5.10. If sub-contractors are to be utilized, Contractor shall provide 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. Approval by the State must be received prior to a sub-contractor starting any work.

6. USAGE REPORTING:

- 6.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Carrie Martin at the Bureau of Purchase and Property and sent electronic to Carrie.L.Martin@DAS.NH.GOV . At a minimum, the Report shall include:
 - 6.1.1. Contract Number
 - 6.1.2. Utilizing Agency and Eligible Participant
 - 6.1.3. Location Address
 - 6.1.4. Container size
 - 6.1.5. Pick up frequency
 - 6.1.6. Services provided (showing the container size, Number of Containers picked up, cost per each, and the final cost.)
 - 6.1.7. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - 6.1.7.1. Percentage of recycled materials contained within finished products
 - 6.1.7.2. Percentage of waste recycled throughout the manufacturing process
 - 6.1.7.3. Types and volume of packaging used for transport
 - 6.1.7.4. Any associated material avoided and/or recycled as applicable under contract
 - 6.1.7.5. A standardized reporting form will be provided after contract award
 - 6.1.8. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 6.1.9. Preferred in Excel format

7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 7.1. The Contractor shall provide all Data Destruction services strictly pursuant to, and in conformity with, the specifications described in State RFB 3066-26, as described herein, and under the terms of this Contract.
 - 7.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.
 - 7.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
 - 7.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
 - 7.5. 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.
 - 7.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.
8. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**
- 8.1. 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.
9. **CONFIDENTIALITY & CRIMINAL RECORD:**
- 9.1. 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.

EXHIBIT C - METHOD OF PAYMENT

10. CONTRACT PRICE:

10.1. The Contractor hereby agrees to provide Data Destruction services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$561,564.00.; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

11. PRICING STRUCTURE:

11.1.

ON SITE SHREDDING WITH OFFSITE DISPOSAL	
Larger Container 48"H X 25" W X 34"D 95 Gallon up to 300 LBS	\$15.00
Medium Container 42"H X 23"W X 26" D 65 Gallon up to 200 LBS.	\$15.00
Standard Console 20"H C 20" W X 36" D 32 Gallon up to 100LBS.	\$15.00
Cube: Agency Container 15'H X12"W X 9.5" D	\$5.50
Bulk Purge Shredding 15"W X 12"H X 9.75" D	
OFF SITE SHREDDING AND DISPOSAL	
Larger Container 48"H X 25" W X 34"D 95 Gallon up to 300 LBS	\$15.00
Medium Container 42"H X 23"W X 26" D 65 Gallon up to 200 LBS.	\$15.00
Standard Console 20"H X 20" W X 36" D 32 Gallon up to 100LBS.	\$15.00
Gaylord Container 48"H x 40"W X 36" D	\$60.00
Cube: Agency Container 15'H X12"W X9.5" D	\$5.50
Bulk Purge Shredding 15"W X 12"H x 9.75" D	
Minimum pick up per cube (less than 2)	\$12.00

11.2. Any location requesting a per box purge will be charged a minimum \$12 rate. If there are more than two boxes, the customer will be charged price per cube (box) x the total number of boxes.

12. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

12.1. The state will request quotations by providing products and the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted container rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

12.2. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

13. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

13.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items

Contractor Initials DM

Date 8/27/25

that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

14. INVOICE:

- 14.1. 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.
- 14.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.
- 14.3. Contractor shall be paid by Procurement Card when the invoice is received.
- 14.4. The invoice shall be sent to the address of the using agency under agreement.

15. PAYMENT:

- 15.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.