

**State of Vermont**

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

**CONTRACT**



**Vendor ID 0000003430**  
**Custom Courier**  
**PO Box 131**  
**Burlington VT 05402**  
**USA**

<b>Contract ID</b> 00000000000000000000000024487		<b>Page</b> 1 of 3
<b>Contract Dates</b> 07/01/2013 to 06/30/2017		<b>Origin</b> CPS
<b>Description:</b> CPS-COURIER SERVICE		<b>Contract Maximum</b> \$175,000.00
<b>Buyer Name</b> Berini, Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		COURIER SERVICE	EA	0.01000	0.00	175,000.00

**STANDARD CONTRACT FOR SERVICES**

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and Custom Courier, Inc., with principal place of business in Burlington, VT, (hereafter called "Contractor"). Contractor's form of business organization is a corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of providing courier service for the State of Vermont on an as needed basis. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$78,000.00.

4. Contract Term. The period of contractor's performance shall begin on July 1, 2013 and end on June 30, 2015, with an option to renew for Two (2) additional 12-month periods.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of thirteen (13) pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 11/07/2012)
- Attachment E - District Office Locations
- Attachment F - Fuel Surcharge

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B
- (5) Attachment E
- (6) Attachment F

**IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:**  
**BRIAN BERINI**  
**SENIOR PURCHASING AGENT**  
**PHONE: 802-828-2217**

# CONTRACT



## State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

**Vendor ID 0000003430**  
**Custom Courier**  
**PO Box 131**  
**Burlington VT 05402**  
**USA**

<b>Contract ID</b> 0000000000000000000024487		Page 2 of 3
<b>Contract Dates</b> 07/01/2013 to 06/30/2017		<b>Origin</b> CPS
<b>Description:</b> CPS-COURIER SERVICE		<b>Contract Maximum</b> \$175,000.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
	FAX: 802-828-2222					
	brian.berini@state.vt.us					

### CONTRACT TERMS AND ADDITIONAL INFORMATION

AMENDMENT #: 1

SUBJECT: Courier Service

DATE: March 2014

Contract # 24487, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Custom Courier is amended as follows:

- Attachment B, Payment Provisions. The payment provisions of Contract # 24487 are amended as follows:
  - Adds costs for delivery service at 108 Cherry St.
  - Attachment B: Payment Provisions dated March 31, 2014, which supersedes all prior versions of Attachment.

- Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of Contract # 24487 not hereby amended shall remain in full force and effect.

AMENDMENT #: 2

SUBJECT: Courier Service

DATE: October 2014

Contract # 24487, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Custom Courier is amended as follows:

- Maximum Amount. The maximum amount payable under Contract #24487, wherever such references to the maximum amount appear in said contract shall be changed from \$78,000.00 to \$133,000.00.

- Attachment A, Scope of Work. The scope of work of Contract #24487 is amended as follows: Updates location of Lab. Replaces 195 Colchester Avenue, Burlington with 259 South Park Drive, Colchester.

- Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of Contract #24487 not hereby amended shall remain in full force and effect.

AMENDMENT #: 3

SUBJECT: Courier Service

DATE: May 2015

Contract # 24487, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Custom Courier is amended as follows:

- Contract Term. The end date of Contract # 24487 wherever such references appear in said contract and its attachments, is changed from June 30, 2015 to June 30, 2016.

**State of Vermont**  
 Buildings and General Services  
 Office of Purchasing & Contracting  
 10 Baldwin St  
 Montpelier VT 05633-7501  
 USA

**CONTRACT**



**Vendor ID 000003430**  
**Custom Courier**  
**PO Box 131**  
**Burlington VT 05402**  
**USA**

<b>Contract ID</b> 900000000000000000024487	<b>Page</b> 3 of 3
<b>Contract Dates</b> 07/01/2013 to 06/30/2017	<b>Origin</b> CPS
<b>Description:</b> CPS-COURIER SERVICE	<b>Contract Maximum</b> \$175,000.00
<b>Buyer Name</b> Berni Brian Jon	<b>Buyer Phone</b> 802/828-2217
	<b>Contract Status</b> Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
2.	Attachment C	State of Vermont Attachment C: Standard State Contract Provisions Dated March 1, 2015 is attached and incorporated as part of this order.				

3. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of Contract #24487 not hereby amended shall remain in full force and effect.

AMENDMENT # 4

SUBJECT: Courier Service

DATE: April 22, 2016

Contract # 24487, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Custom Courier is amended as follows:

1. **Contract Term.** The end date of Contract # 24487 wherever such references appear in said contract and its attachments is changed from June 30, 2016 to June 30, 2017.
2. **Maximum Amount.** The maximum amount payable under Contract #24487, wherever such references to the maximum amount appear in said contract shall be changed from \$133,000.00 to \$175,000.00.
3. Attachment C: State of Vermont Attachment C: Standard State Contract Provisions Dated September 1, 2015 is attached and incorporated as part of this order.
4. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of Contract #24487 not hereby amended shall remain in full force and effect.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the STATE of VERMONT

Date: e-Signed by Michael J. Obuchowski  
 on 2016-05-09 21:14:00 GMT

Signature: *[Signature]*  
 Name: **Michael J. Obuchowski**

Title: **Commissioner**  
 Email: **Building & General Services**

By the CONTRACTOR

Date: 5.9.16  
 Signature: *[Signature]*  
 Name: **MICHAEL J. PASKEDICH**

Title: **PRESIDENT - CUSTOM COURIER**  
 Email: **MPASKEDICH@gmail.com**

RECEIVED  
 MAY 16 2016

## ATTACHMENT A: SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor shall provide all labor, materials and equipment necessary to satisfactorily perform courier services as requested on both a recurring and as needed basis by the state.

Contractor shall provide services in accordance with the Description of Work described below and in accordance with performance standards specified.

### 1. Courier Service for Vermont Department of Health.

#### 1.1. REGULAR WORK WEEK: Pickup and Mail Delivery Schedule

- |            |  |
|------------|--|
| 7:15 a.m.  | Pick up mail at Elmwood Ave, Burlington, P.O. Boxes #70 and #1125 and deliver to 108 Cherry Street, Mail Center in the Business Resource Center.   |
| 7:30 a.m.  | Pick up mail from 108 Cherry Street, Mail Center in the Business Resource Center and deliver to 259 South Park Dr., Colchester by 8:00 a.m.  |
| 7:30 a.m.  | Pick up outgoing mail from 259 South Park Dr., Colchester and deliver to 108 Cherry Street, Mail Center in the Business Resource Center  |
| 8:00 a.m.  | Pick up mail at Elmwood Avenue, Burlington, P.O. Boxes #70 and #1125 and deliver to 108 Cherry Street, Mail Center in the Business Resource Center.  |
| 8:40 a.m.  | Pick up mail at Elmwood Avenue, Burlington, P.O. Boxes #70 and #1125, certified mail and any other mail at post office and deliver to 108 Cherry Street Mail Center in the Business Resource Center by 8:45 a.m.   |
| 9:00 a.m.  | Pick up mail from 108 Cherry Street Mail Center in the Business Resource Center and deliver to the University of Vermont Medical Center for the Office of the Chief Medical Examiner Baird 1, 111 Colchester Avenue, Burlington, and 259 South Park Dr. Colchester, BGS Postal and Print Shop in Middlesex. Pick up outgoing mail at all locations and return to 108 Cherry Street, Mail Center in the Business Resource Center, Burlington. |
| 11:30 a.m. | Pick up mail at Elmwood Avenue, Burlington, PO Boxes #70 and #1125 and deliver to 108 Cherry Street Mail Center in the Business Resource Center and 259 South Park Dr. (if needed).  |
| 1:15 p.m.  | Pick up from General Services in Middlesex, (mail, copy jobs, etc.) and deliver to 108 Cherry Street, Mail Center in the Business Resource Center Burlington by 2:40 p.m. Any deliveries from Middlesex print shop will be delivered to the most appropriate office suite in the building.   |
| 1:15 p.m.  | Pickup mail at 108 Cherry Street, Mail Center in the Business Resource Center Burlington and deliver to 259 South Park Dr., Colchester.  |
| 2:20 p.m.  | Pick up outgoing mail at 259 South Park Dr., Colchester and deliver to 108 Cherry Street, Mail Center in the Business Resource Center Burlington.  |

#### 1.2. REGULAR WEEKLY SCHEDULE (Saturday and holiday morning runs)

Pick up from University of Vermont Medical Center Laboratory, and samples from Elmwood Avenue Post Office in Burlington on Saturdays and holiday mornings at 9 a.m. and deliver to 259 South Park Dr. Colchester by 9:30 a.m.

**1.3. EXTRAS AS NEEDED**

- 1.3.1. Make runs approximately 1 time/month to any one of these locations; UVM, Greyhound, Red Cross-Burlington, SNS Warehouse in Colchester; AIDC in Williston or Bulk Mail Plant in Essex Junction
- 1.3.2. Make runs approximately 1 time/ weekly to any one of the twelve District Offices located in Burlington, Barre, Bennington, Brattleboro, Middlebury, Morrisville, Newport, Rutland, St. Albans, St. Johnsbury, Springfield and White River Junction/Hartford on as needed basis .
- 1.3.3. Seasonally, make two runs a week to the Agency of Agriculture on Industrial Lane in Barre to pick up and deliver specimen samples to 259 South Park Dr. Colchester.

**1.4. Immediate Delivery / Hand Carry**

Pickup and delivery of packages or boxes that require same day or immediate delivery from Burlington to Waterbury, Middlesex, Montpelier or any of our twelve District Offices or other locations as needed.

**1.5. Direct office suite delivery at 108 Cherry Street**

Deliver cartons or boxes direct to the office suites located in the building at 108 Cherry Street. Office suite delivery required multiple times per day.

**1.6. Emergency after hours and unplanned weekend deliveries**

Pickup and delivery of cartons, packages, lab or patient samples/specimens, etc., to support continuity of business operations in a health event including during the activation of the Health Operations Center. Could include any of our twelve District Offices, Laboratory located at 259 South Park Dr. Colchester, Office of the Chief Medical Examiner, 108 Cherry Street, Burlington, SNS warehouse in Colchester, or Williston, Middlesex, Montpelier or Waterbury.

**2. Performance Standards.**

- 2.1. 100% On-time delivery. Failure to meet the 100% performance standard will result in holdbacks being taken from the applicable weekly invoice of 5%. Vendor will follow schedule as provided in SOW. Where applicable, there will also be a fee reduction of 5% of the daily rate per occurrence for pick-ups and deliveries that are received after the close of business or specified essential deadline.
- 2.2. A failure by the contractor to complete their service on time (within the above thresholds), in two consecutive quarters, will further result in a contract review with potential consequences as severe as termination.

3. **Cancellation:** The contract may be canceled by either party by giving written notice at least 30 days in advance.

**ATTACHMENT B: PAYMENT PROVISIONS**

The State shall pay the Contractor a not-to-exceed amount of \$175,000.00 for work identified in Attachment A, as follows:

1. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services, dates, hours of work performed and rates of pay. Invoicing must also contain a detail of items and all cost for any allowable expenses.
2. The State shall not be responsible for any unauthorized expenses or services incurred and/or performed by Contractor.
3. Contractor shall submit weekly invoices with the contract number to the point of contact:

Vermont Department of Health  
 Randal Shepard, Operations  
 108 Cherry ST, Suite 104  
 Burlington, VT 05401

4. Invoices shall be on Contractor's standard billhead and shall specify the address to which payments will be sent. Invoices shall include documentation and itemization of all work performed, including a detail of services, dates and hours of work performed and the rate of pay. Invoicing must also contain a detail of items and costs for allowable reimbursable expenses. The State shall not be responsible for any expenses of the Contractor not specifically authorized by this Contract.
5. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
6. The State shall not pay for any unauthorized labor, materials, equipment or expenses of Contractor.
7. Any services outside of agreement shall not be allowed.
8. In consideration of the services performed by Contractor, the State agrees to pay Contractor in accordance with the following established rates.

**REGULAR WORK WEEK: Pickup and Mail Delivery Schedule**

<b><u>REGULAR WORK WEEK: Pickup and Mail Delivery Schedule</u></b>		<b>DAILY RATE</b>
<b>EXISTING P/U TIME</b>	<b>LOCATION</b>	
7:15 a.m.	Pick up mail at Elmwood Ave, Burlington, P.O. Boxes #70 and #1125 and deliver to 108 Cherry Street, Mail Center in the Business Resource Center.	\$44.00
7:30 a.m.	Pick up mail from 108 Cherry Street, Mail Center in the Business Resource Center and deliver to 259 South Park Dr. Colchester by 8:00 a.m.	Included in Above
7:30 a.m.	Pick up outgoing mail from 259 South Park Dr., Colchester and deliver to 108 Cherry Street, Mail Center in the Business Resource Center	Included in Above

8:00 a.m.	Pick up mail at Elmwood Avenue, Burlington, P.O. Boxes #70 and #1125 and deliver to 108 Cherry Street, Mail Center in the Business Resource Center.	Included in Above
8:40 a.m.	Pick up mail at Elmwood Avenue, Burlington, P.O. Boxes #70 and #1125, certified mail and any other mail at post office and deliver to 108 Cherry Street Mail Center in the Business Resource Center by 8:45 a.m.	Included in Above
9:00 a.m.	Pick up mail from 108 Cherry Street Mail Center in the Business Resource Center and deliver to the University of Vermont Medical Center for the Office of the Chief Medical Examiner Baird 1, 111 Colchester Avenue, Burlington, and 259 South Park Dr. Colchester, BGS Postal and Print Shop in Middlesex. Pick up outgoing mail at all locations and return to 108 Cherry Street, Mail Center in the Business Resource Center, Burlington.	\$40.00
11:30 a.m.	Pick up mail at Elmwood Avenue, Burlington, PO Boxes #70 and #1125 and deliver to 108 Cherry Street Mail Center in the Business Resource Center and 195 Colchester Avenue (if needed).	\$6.00
1:15 p.m.	Pick up from General Services in Middlesex, (mail, copy jobs, etc.) and deliver to 108 Cherry Street, Mail Center in the Business Resource Center Burlington by 2:40 p.m. Any deliveries from Middlesex print shop will be delivered to the most appropriate office suite in the building.	\$24.00
2:15 p.m.	Pickup mail at 108 Cherry Street, Mail Center in the Business Resource Center Burlington and deliver to 259 South Park Dr. Colchester.	\$8.00
2:20 p.m.	Pick up outgoing mail at 259 South Park Dr. Colchester and deliver to 108 Cherry Street, Mail Center in the Business Resource Center Burlington.	\$8.00

**REGULAR WEEKLY SCHEDULE (Saturday and holiday morning runs)**

Pick up from University of Vermont Medical Center Laboratory, and samples from Elmwood Avenue Post Office in Burlington on Saturdays and holiday mornings at 9 a.m. and deliver to 259 South Park Dr. Colchester by 9:30 a.m.	\$40.00
---	---------

**EXTRAS AS NEEDED**

Make runs approximately 1 time/month to any one of these locations; UVM, Greyhound, Red Cross, Burlington, SNS Warehouse in Colchester or Bulk Mail Plant in Essex Junction	See Rate Information Below
Make runs approximately 1 time/ weekly to any one of the twelve District Offices located in Burlington, Barre, Bennington, Brattleboro, Middlebury, Morrisville, Newport, Rutland, St. Albans, St. Johnsbury, Springfield and White River Junction on as needed basis .	\$1.50 per loaded mile

Make two runs a week to the Agency of Agriculture on Industrial Lane in Barre to pick up and deliver specimen samples to 259 South Park Dr. Colchester.	\$18.00
---	---------

**Immediate Delivery / Hand Carry**

Pickup and delivery of packages or boxes that require same day or immediate delivery from Burlington to Waterbury, Middlesex, Montpelier or any of our twelve District Offices.	\$1.65 per loaded mile
---	------------------------

**Direct office suite delivery at 108 Cherry Street**

Deliver cartons or boxes direct to the office suites located in the building at 108 Cherry Street.	\$0.50 per box
--	----------------

**Emergency after hours and unplanned weekend deliveries**

Pickup and delivery of cartons, packages, lab or patient samples/specimens, etc. to support continuity of business operations in a health event including during the activation of the Health Operations Center. Could include any of our twelve District Offices, Laboratory located at 259 South Park Dr. Colchester, Office of the Chief Medical Examiner at the University of Vermont Medical Center, 108 Cherry Street, Burlington, SNS warehouse in Colchester, or Williston, Middlesex, Montpelier or Waterbury.	\$30.00 plus normal rates being applied
---	---

**9. Rate Schedule**

**Burlington area:**

Burlington	\$6.00
No. Burlington	\$7.00
So. Burlington	\$7.00-\$8.00
Winooski	\$8.00
Essex Junction	\$9.00
Williston	\$8.00

**Colchester area:**

Malletts Bay	\$8.00
Colchester Village	\$9.00

**Shelburne** \$9.00-\$10.00

**Waterbury – Montpelier area** 2x / day at 9:00 a.m. and 12:00 p.m. \$18.00

**Standard Delivery**.....Up to 2 hours

**Rush Delivery**.....Up to 1 hour with 50% added to base charge.

**Any other hand-carries not in daily (SPECTRUM, SAFE, etc.) from Burlington to Colchester Lab**.....\$8.00

**Rates include weight up to 50 lbs with \$0.08 per lb. thereafter.**

Contract# 24487

10. Extra Cost / Fuel Surcharges: See Attachment-F.
11. Any additional services deemed necessary by the state must first be approved in advance by the state.
12. Payment terms are net 30 days. 5% discount off entire weekly bill for prompt payment within 5 to 7 business days.

**Attachment E**  
**Vermont Department of Health**  
**12 District Offices**

**Barre District Office**

McFarland Office Building  
5 Perry Street, Suite 250  
Barre, VT 05641-4272  
Phone: 888-253-8786 or  
802-479-4200

**Bennington District Office**

324 Main Street, Suite 2  
Bennington, VT 05201  
Phone: 800-637-7347 or  
802-447-3531

**Brattleboro District Office**

232 Main Street, Suite 3  
Brattleboro, VT 05301-2881  
Phone: 888-253-8805 or  
802-257-2880

**Burlington District Office**

108 Cherry Street, Suite 102  
Burlington, VT 05401-9962  
Phone: 888-253-8803 or  
802-863-7323

**Middlebury District Office**

156 South Village Green, Suite 102  
Middlebury, VT 05753  
Phone: 888-253-8804 or  
802-388-4644

**Morrisville District Office**

63 Professional Drive, Suite 1  
Morrisville, VT 05661  
Phone: 888-253-8798 or  
802-888-7447

**Newport District Office**

100 Main Street, Suite 220  
Newport, VT 05855  
Phone: 800-952-2945 or  
802-334-6707

**Rutland District Office**

300 Asa Bloomer State Office Building  
88 Merchants Row  
Rutland, VT 05701  
Phone: 888-253-8802 or  
802-786-5811

**St. Albans District Office**

20 Houghton Street, Suite 312  
NOTE: Starting in January 2015:  
27 Federal Street, Suite 201  
St. Albans, VT 05478-2248  
Phone: 888-253-8801 or  
802-524-7970

**St. Johnsbury District Office**

107 Eastern Avenue, Suite 9  
St. Johnsbury, VT 05819-2638  
Phone: 800-952-2936 or  
802-748-5151

**Springfield District Office**

100 Mineral Street, Suite 104  
Springfield, VT 05156  
Phone: 888-296-8151 or  
802-885-5778

**White River Junction**

226 Holiday Drive, Suite 22  
White River Junction, VT 05001  
Phone: 888-253-8799 or  
802-295-8820

**Attachment F**

**Custom Courier, Inc. Fuel Surcharge**

Fuel surcharge increase/decrease according to fuel prices published by the U.S. Energy Information Administration (USEIA): <http://www.eia.gov/petroleum/gasdiesel/> New England (PADD1A)

Pursuant to the USEIA fuel price per gallon reported on Monday each week, the fuel cost adjustment formula is changed accordingly.

<b>Fuel Price per gallon</b>	<b>Percent</b>
Less than \$1.35	0.00%
From \$1.35 to \$1.599	0.00%
From \$1.60 to \$1.849	0.00%
From \$1.85 to \$2.099	0.00%
From \$2.10 to \$2.349	0.00%
From \$2.35 to \$2.599	1.00%
From \$2.60 to \$2.849	1.75%
From \$2.85 to \$3.099	2.50%
From \$3.10 to \$3.349	3.25%
From \$3.35 to \$3.599	4.00%
From \$3.60 to \$3.849	4.75%
From \$3.85 to \$4.099	5.50%
From \$4.10 to \$4.349	6.25%
From \$4.35 to \$4.599	7.00%
From \$4.60 to \$4.849	7.75%
From \$4.85 to \$5.099	8.50%
From \$5.10 to \$5.349	9.25%
From \$5.35 to \$5.599	10.00%
From \$5.60 to \$5.849	10.75%
From \$5.85 to \$6.099	11.50%
From \$6.10 to \$6.349	12.25%
From \$6.35 to \$6.599	13.00%
From \$6.60 to \$6.849	13.75%
From \$6.85 to \$7.099	14.50%
From \$7.10 to \$7.249	15.25%
From \$7.25 to \$7.499	16.00%
From \$7.50 to \$7.749	16.75%
From \$7.75 to \$7.999	17.50%
From \$8.00 to \$8.249	18.25%
Over \$8.25 (See Note 1)	

Note 1: If the USEIA fuel price per gallon exceeds \$8.25, the 19.25% fuel surcharge will be increased by an additional 0.75% for every \$0.25 cents per gallon increase in the price above \$8.25.

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.
  - . The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in-part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in

the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.  
  
Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

**STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION - Form AA-14**

PERFORMANCE MEASURES  CHECK IF ARRA FUNDED CONTRACT  CHECK IF IRENE FUNDED CONTRACT   
 I. CONTRACT INFORMATION Contract# 00000000000000000000000024487 Amendment # 4

Agency/Department Agency of Administration, Department of Buildings and General Services Vendor No:  
 Business Unit:  
 Contractor: CUSTOM COURIER  
 Address: PO BOX 131, BURLINGTON, VT 05402

Starting Date: 7/1/2013 Ending Date: 6/30/2017  
 Summary of contract or amendment: CO#4 TO EXTEND TERMS AND INCREASE FUNDS

II. FINANCIAL INFORMATION  
 Maximum \$ payable under contract: \$175,000.00 Maximum units under contract: If Renewal:  
 This Amendment-\$ Change: \$42,000.00 Cum. Amendments- \$ Change: \$97,000.00 Cum % Change: 124%  
 Unit change: Prior \$ max: \$133,000.00 Prior units:  
 Rate: Prior Rate:  
 Source of Funds: General Fund: Federal: Other Fund:  
 Appropriation(s) Dept Id #: VARIOUS

III. SUITABILITY OF PERSONAL SERVICES CONTRACT  
 Yes  No Does this contractor meet all three parts of the "ABC" definition of independent contractor?  
 (See Bulletin 3.5) If not, please indicate why this work is being arranged through a contract.  
 Yes  No Is agency liable for income tax withholding or FICA?  
 Yes  No Should contractor be paid on the state payroll?

IV. PUBLIC COMPETITION  
 The agency has taken reasonable steps to control the price of the contract and to allow qualified businesses to compete for the work authorized by this contract. The agency has done this through:  
 Standard bid or RFP  Simplified bid  Sole Sourced  Qualification Based Selection

V. TYPE OF CONTRACT  
 Personal Service  Construction  Arch/Eng  Commodity  Privatization\*\*  Technology  Marketing  
 \*\*Requires DHR review

VI. CONFLICT OF I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.  
 Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this contractor was selected for improper reasons? (if yes, explain)

VII. PRIOR APPROVALS REQUIRED OR REQUESTED  
 Yes  No Contract must be approved by the Attorney General under 3 VSA §311(a)(10) (over \$10,000).  
 Yes  No I request the Attorney General to review this contract as to form.  
 Yes  No Already performed by in-house AAG, or counsel? \_\_\_\_\_ (Initial)  
 Yes  No Contract must be approved by the CIO/Commissioner of DII; for IT hardware, software or IT related personal services over \$15,000  
 Yes  No Contract must be approved by the CMO; for Marketing services over \$15,000  
 Yes  No This contract must be approved by the Secretary of Administration.  
 Yes  No DHR

VIII. AGENCY HEAD CERTIFICATION  
 I have made reasonable inquiry as to the accuracy of the above information.  
 E-SIGNED by Michael J. Obuchowski  
 on 2016-04-25 15:48:50 GMT

Date	Agency or Department Head e-Signed by Jacob Humbert on 2016-05-06 13:24:51 GMT	Date	Approval by Agency Secretary (if required)
Date	Approval by Attorney General	Date	**Reviewed By Comm. DHR or DHR AAG e-Signed by Michael Clasen on 2016-05-03 20:32:57 GMT
Date	CIO (Initial)	Date	CMO (Initial)
Date		Date	Approval by Secretary of Administration

Revised September 30, 2015

e-Signed by Sam Winship  
 on 2016-05-03 20:30:01 GMT

RECEIVED CONTRACTS  
 2016-05-03 11:30:31