

**STANDARD CONTRACT FOR SERVICES**

1. **Parties.** This is a contract for services between the State of Vermont, Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and Shred This, Inc. dba SecurShred, with a principal place of business in South Burlington, VT (hereinafter called “Contractor”). Contractor’s form of business organization is corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** This Contract authorizes and establishes requirements for State Agencies to procure from Contractor certain information technology professional services in the categories set forth in Attachment A. Contractor services shall only be provided pursuant to Statement of Work Agreement executed with a State Agency. Contractor agrees to provide its services at or below the established rates and subject to and in accordance with all requirements of this Contract, and Contractor understands and agrees that the terms and conditions of this Contract shall apply to the Contractor’s performance of services under any Statement of Work Agreement.

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 \$400,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on October 1, 2023 and end on September 30, 2025 with an option to renew for two additional one-year period terms upon mutual agreement of both parties.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** 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. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Contractor:**

Name: David Van Mullen

Phone: 802-863-3003

Email: david@securshred.com

b. **For the State:**

Name: Kevin Cooke, State Purchasing Agent

Phone: 802-249-7495

Email: kevin.cooke@vermont.gov

9. **Attachments.** This contract consists of 10 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract 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

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

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jennifer M.V. Fitch

Name: \_\_\_\_\_

Title: Commissioner - Buildings and  
General Services

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide all labor, materials and equipment necessary to satisfactorily complete document destruction services (paper and other media), electronic media destruction (hard drive, computers, cell phones etc.). Contractor shall provide services for the destruction of paper records, hard drives and other electronic media in a secure environment in a manner that shall ensure that records and electronic media, and information contained therein, cannot be reconstructed or reread. as identified below.

1. **ORDERING:** This Contract may be utilized for Statewide document destruction services. All services can be requested online: <https://www.securshred.com/service-request-form/> . You may also place your order via telephone (1-877-863-3003).
2. **TYPES OF MATERIALS:** Records may include paper and non-paper items.
  - 2.1. **PAPER AND ANALOG RECORDS:** Can be described as white paper, colored paper, manila folders, hanging file folders and paper bound by staples and/or paperclips, newspapers and magazines and envelopes. Analog records can include video cassette tapes, audio tapes, film, microfilm, and microfiche.
  - 2.2. **ELECTRONIC MEDIA:** Can be described as compact discs, floppy disks, and flash drives. Other electronic media includes laptop portable and notebook computers, CPU's – desktop, towers and server computers; hard drives from both computer and copiers, handheld wireless devices, PDA's, cellphones, phones, computer shells, keyboards, mice, speakers, cables and other peripherals, monitors, CRTs, LCDs, desktop printers and fax machines, and print/copy stations.
  - 2.3. **OTHER Destruction:** ID's, cigarettes, lottery tickets, labels/stickers, and tags etc.
3. **SERVICES:**
  - 3.1. **WEEKLY, BI-WEEKLY AND MONTHLY PICKUPS:** Contractor shall perform services on a weekly, bi-weekly, or monthly basis. Weekly and bi-weekly pickup for on-site shredding with off-site disposal shall be scheduled by the Contractor on the same day of the week unless there is a holiday, then pickup times must be scheduled on the next business day. The monthly pickup for on-site shredding with offsite disposal shall be scheduled on the same day of the week every four weeks.

Unless there is a holiday, then pickup times must be scheduled on the next business day. Pickups will be scheduled between 8:30 am and 4:00 pm only Monday-Friday. Additional unscheduled pickups for onsite shredding may be requested by individual state agencies as the need occurs.
4. **CONTAINERS:** The Contractor shall provide the totes or similar holding containers to accommodate the paper records collection for multiple state locations.
  - 4.1. All containers shall be equipped with attached lid, locking devices, and wheels.
  - 4.2. 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 during the term of the contract and any extensions.
  - 4.3. Contractor shall send personnel to install containers and familiarize State employees with their customized destruction schedule.
  - 4.4. The State shall pay only for destruction services and not for the delivery or use of contractor's containers.
  - 4.5. The containers remain the property of the contractor throughout the contract period and any extensions.
5. **INFORMATION SECURITY AND SAFEGUARDS:**

- 5.1. All Contractor employees must meet the Background Investigation Minimum Requirements defined in the Internal Revenue Service's (IRS) Publication 1075 "Tax Information Security Guidelines for Federal, State and Local Agencies."
- 5.2. Information contained in any paper or analogy record or electronic media will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- 5.3. Contractor shall maintain a completely confidential destruction process. The Contractor shall provide the State of Vermont with a general certification that all material handled shall be held as confidential in a secure environment at all times and that the Contractor's employees shall not divulge any information.
- 5.4. Contractor shall comply with the Chain of Custody requirements located at <https://digitalservices.vermont.gov/working-us/policies> to verify that all materials have been destroyed and not sold prior to destruction process to outside parties.
- 5.5. Contractor shall guarantee protection from misuse of records and electronic media designated for destruction and shall be liable for disclosure of records and electronic media, and the information contained therein, to other parties.
- 5.6. Contractor shall certify that each Contractor employee understands the State's Information Security and Safeguard policy outlined in this contract. The initial certification and recertification must be documented and placed in the State's files for review. For both the initial certification and the annual certification, the Contractor must sign a confidentiality statement certifying its understanding of the security requirements.
- 5.7. The State of Vermont may require an inspection of the Contractor's facilities and associated disposal facilities and may require swift and appropriate remedies should such inspection determine that inspected facilities do not meet requirements agreed to in the contract.
- 5.8. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant and the State has the right to void the Contract if the Contractor fails to provide the information security and safeguards described above.

## 6. ACCOUNT MANAGEMENT

- 6.1. The Contractor shall bill the various departments for services performed in accordance with the Terms and Payment Schedule.

## 7. CONTRACTOR CERTIFICATE OF DOCUMENT DESTRUCTION: The Contractor shall provide the State at time of destruction a "Certificate of Destruction" containing information as follows:

- 7.1. **SIGNED SHREDDING SLIP:** Signed by State of Vermont Employee.
- 7.2. **DATE OF PICKUP AND DATE OF DESTRUCTION:** The date the material was picked up and the date material was destroyed.
- 7.3. **CERTIFICATION:** That all records have been handled, shredded and destroyed in a confidential manner.
- 7.4. **SIGNATURE:** of the individual providing certification with job title.
- 7.5. **DATE:** of certification.
- 7.6. **AMOUNT:** Number of pounds of material destroyed, measured by a scale which has been certified accurate by the appropriate government authority. Copy of certification/re-certification to be provided initially as well as copies of periodic re-certifications.
- 7.7. **RECYCLED MATERIAL:** Refer to State procedures used to dispose of recyclable materials.

## 8. GENERAL DESTRUCTION AND DISPOSAL

- 8.1. Disposal Requirements:** The Contractor shall be responsible for the destruction of all paper and analog records and electronic media which have been picked up by the contractor in the previously described containers.
- 8.2. Guidelines and Standards.** The method of destruction shall meet guidelines for destruction for each format as established by National Association for Information Destruction (NAID) in their criteria for certification and, where applicable, the National Institute of Standards and Technology (NIST) Special Publication 800-88, "Guidelines for Media Sanitation," as amended.

## 9. ELECTRONIC MEDIA DESTRUCTION AND DISPOSAL

- 9.1. COMPLIANCE:** The Contractor shall comply with the most recent issue of the Agency of Digital Services (ADS) Digital Media and Hardware Disposal Policy and Standard. These documents can be located on the State website at: <https://digitalservices.vermont.gov/working-us/policies>
- 9.2. PHYSICAL DESTRUCTION:** Physical destruction shall be the primary method used for disposal of electronic media and electronic media storage devices contained in equipment. Anything that is being deployed by BGS from Surplus will need to have the drive destroyed prior to it being redeployed outside of state government.
- 9.3. CHAIN OF CUSTODY:** The Chain of Custody form is required prior to any destruction or removal of electronic media. The Chain of Custody form must be filled out for media to be destroyed as well as information technology equipment to be recycled through BGS or a contracted vendor. The Chain of Custody form can be located on the State website at: <https://digitalservices.vermont.gov/working-us/policies>

The Contractor shall destroy electronic media storage devices. Such devices are contained within, but are not limited to the following:

- 9.3.1.** Portable and notebook computers
  - 9.3.2.** Desktop computers
  - 9.3.3.** Handheld wireless devices
  - 9.3.4.** Removable storage devices such as flash drives, floppy disks, optical CD and DVD media, tape and other electronic media storage devices.
- 9.4.** The Contractor shall supply a copy of the serial numbers of the hard devices destroyed and a certificate of destruction to an appointed individual within the Agency of Digital Services (ADS). This document must be compared to the Chain of Custody form and confirmed that all media has been destroyed.

## 10. PERFORMANCE EXPECTATIONS

- 10.1.** Contractor shall provide the requested services within five (5) working days after a request is made or by the date mutually agreed upon between the using department and the contractor.
- 10.2.** Contractor shall perform all services to the sole satisfaction of the State of Vermont. The State reserves the right to routinely audit the security of all destruction processes and services. The contractor shall understand and agree that a State designee may at any time throughout the effective period of agreement, accompany the contractor during any collection, transport or destruction process being conducted by the contractor. The contractor shall not restrict nor in any way limit the State's right or ability to oversee any or all services provided by the contractor.
- 10.3.** Contractor shall provide a single point of contact for all program coordination needs.

- 10.4.** Contractor shall provide centralized, concise and timely invoicing for all agencies and departments.
- 10.5.** Contractor must be certified by the National Association for Information Destruction (NAID) and maintain certification throughout the contract period and any extensions.
- 10.6.** Contractor shall perform all services under this contract in compliance with Federal and state laws and regulations concerning the destruction of records, including but not limited to 1 V.S.A. §315-320, 3 V.S.A. §117, and 3 V.S.A. §218.
- 11. Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the Contractor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent.
6. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase.
7. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Standard Size Bankers Box Pricing

1-20 Boxes	\$5.50 price per box
21-75 Boxes	\$5.50 price per box
Over 75 Boxes	\$5.50 price per box

\*\* \$55.00 minimum stop fee when providing box shredding only.

Tote Pricing

64 Gallon Tote	\$15.00 price per tote
Executive console	\$15.00 price per console

\*\*\$24.00 minimum stop fee when providing container service.



Electronic and Digital Media

Hard Drive Destruction	\$6.00 out of machine price each \$8.00 inside of machine
Print/copy Station	\$0.50 price/lb
Laptop Portable and Notebook	\$0.25 price/lb
CPU's Desktop, Towers and Servers	\$0.25 price/lb
Handheld wireless devices, PDA's, cellphones and phones	\$5.00 price each
Computer Shells (laptop or desktop that is not operational and may or may not have all components/hardware inside of it)	\$0.25 price/lb
Peripherals: keyboards, mice, speakers, cables and other peripherals	\$0.40 price/lb
Monitors, CRT's, LCDs	\$0.50 price/lb
Desktop printers and fax machines	\$0.50 price/lb
Other storage media (CD's, floppies, video/audio tape, and microfilm etc.)	\$0.50 price/lb
Other media: Destruction of drivers' licenses, stickers like vehicle registrations and inspections and taxable products like cigarettes	\$0.50 price/lb
Backup tapes, Flash & thumb drives	\$1.00 price each

\*\*\$55.00 minimum stop fee when providing electronic and digital media service.

\*\*Minimum stop fees only apply if services do not add up to minimum stop fee. \*\*

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.