

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and 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.** The subject matter of this contract is services generally on the subject of Records Storage and Related Services. Detailed services to be provided by 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 \$150,000.00.
4. **Contract Term.** The period of Contractor’s performance shall begin on October 27, 2022 and end on October 26, 2024 with two (2) twelve month renewal options.
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 ext. 104

Email: David@Securshred.com

b. For the State:

Name: Mike Kennedy

Phone: (802) 249-5058

Email: Michael.N.Kennedy@Vermont.Gov

9. **Attachments.** This contract consists of 7 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:

Date: DocuSigned by: 11/14/2022

Signature: David DiBian
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Name: Jennifer M.V. Fitch

Title: BGS Commissioner

By SecurShred:

Date: Nov 8, 2022

Signature: [Handwritten Signature]

Name: David Van Mullen

Title: GM

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide services as listed herein:

1. All services provided under this contract will be planned and coordinated by the agency or department's designated records officer. The records officer will work closely with the unit or division within the agency or department that is requesting records storage and/or related services and the contractor. Normally all work will be performed Monday through Friday during normal working hours, but an occasion may arise which would require work to be performed after normal working hours or on Saturday, Sunday, or holidays.

1.1. The contractor shall request to see a copy of the records officer's designation prior to engaging in any contracted service. Questions regarding authenticity of the designation may be directed to the Vermont State Archives and Records Administration (VSARA).

1.2. The contractor shall bill the agency or department for records storage and related services provided under this contract in accordance with the terms and payment schedule.

All services provided under this contract must comply with Federal and state laws and regulations concerning the management of records, including but not limited to 1 V.S.A. §§ 315-320 and State of Vermont information management standards:

<https://sos.vermont.gov/vsara/manage>

1.3. To facilitate standardization within an agency or department's records management program regardless of which records storage facility is used, records storage and related services shall be comparable to those of the State Records Center in Middlesex, VT, which is operated by VSARA.

1.3.1. The contractor may be required to use the standard records storage boxes approved by VSARA. The State has a contract with W.B. Mason Company for the VSARA-approved standard records storage box, currently Paige Miracle Boxes (W.B. Mason item number PAIG15). See: <https://sos.vermont.gov/media/1qyjuol2/vsara0008.pdf>.

1.4 Related services provided may include records pick-up and delivery, inventory tracking, reports, and certified destruction if records are eligible for destruction pursuant to 1 V.S.A. § 317a. Interested parties shall describe their records storage and related services.

2. Records storage facilities and operations shall be consistent with industry standards, including applicable and current requirements of the National Fire Protection Association (NFPA), Records Center Operations, 3rd Ed. (ARMA TR01-2011), and 36 CFR Part 1228, Subpart K -- Facility Standards for Records Storage Facilities.

2.1. With 24-hour notice, VSARA or the agency or department reserves the right to monitor and inspect the records storage facilities and operations provided under contract.

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 ordering agency.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

<u>DESCRIPTION</u>	<u>PRICE</u>
Records Storage 1-5000 Cartons	
Standard storage carton (one cubic foot carton stored in contractor facility)	\$0.58 per cubic ft, per month.
Records Storage 5001-10,000 Carton	
Standard storage carton (one cubic foot carton stored in contractor facility)	\$0.55 per cubic ft, per month.
Records Storage 10,001 to 15,000 Cartons	
Standard storage carton (one cubic foot carton stored in contractor facility)	\$0.53 per cubic ft, per month.
Personnel Time	

Minimum Charge for a single request or service	\$ 10.50
Hourly Rate for warehouse personnel for indexing, retrieving, shelving or other similar work.	\$ 42.00 per hr.
Minimum Charge for an after hours request (3hrs)	N/A
Hourly Rate for after hours services	N/A
Certified Destruction Services	
Non Confidential Records	\$5.00 per box
Confidential Records	\$5.00 per box
Courier Services	
Standard round trip to single destination (5 days)	UPS Rates per trip
Rush round trip to single destination (24 hours)	UPS Rates per trip
Emergency round trip to single destination (3 hours)	N/A
Round trip after 5:00 pm and before 8:00 am	N/A
New records round trip (initial pickup of new records being transferred to storage)	\$42.00 per hour
New records processing fee	\$7.00 per box
Other Services	
Carton, Storage (standard carton, top and bottom included)	\$4.50 per carton
Photocopy charge	\$0.10 each
Fax charges (to fax information to requesting office)	\$0.00 each

**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>.