

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Service, Office of Purchasing and Contracting (hereinafter called “State”), and Polygon US Corporation, with a principal place of business in North Andover, MA, (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 Disaster Recovery for Public and Historic Records. 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 \$250,000.00.
4. **Contract Term.** The period of Contractor’s performance shall begin on August 1, 2023 and end on July 31, 2025 with the option for two, twelve-month renewals 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: Matt Decirce

Phone: (732) 567-0440

Email: matt.decirce@polygongroup.com**b. For the State:**

Name: Mike Kennedy

Phone: (802) 249-5058

Email: Michael.n.kennedy@vermont.gov

9. **Attachments.** This contract consists of 12 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)

Attachment D- State of Vermont – Federal Terms Supplement (non-construction)

Exhibit A- Price Schedule

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 D (State of Vermont – Federal Terms Supplement (non-construction))

(4) Attachment A

(5) Attachment B

(6) Exhibit A (Price Schedule)

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: 8/10/2023

Signature: *David DiBiase*
DocuSigned by: 76D2B80A477C443...

Name: Jennifer M.V. Fitch

Title: Commissioner - Buildings and
General Services

By the Contractor:

Date: 8/10/2023

Signature: *Frank Dobosz*
DocuSigned by: EE3E4465FBC745B...

Name: Frank Dobosz

Title: Country President

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall:

1. Respond to an emergency/disaster scene within 24 hours of being contacted by a state agency, cultural heritage institution, or municipal records-holding entity to pack out, and if necessary, freeze, if appropriate, and dry the affected materials (24 hours a day, 7 days a week, 365 days a year).
2. Have the facilities, knowledge, experience, qualifications, and expertise to provide professional advice to state or municipal records custodians, archivists, librarians, or collections curators, once on site, as to the most practical and efficient options for salvage, recovery, and rehabilitation of their collections, whether this means packing, freezing, and vacuum freeze-drying; packing, freezing, and drying the materials and building in place; or other options.
3. Provide salvage, recovery, and rehabilitation solutions for many formats, including, but not limited to, public records, papers, documents, manuscripts, photographs, videos, CDs, DVDs, audio/visual materials, and electronic media held by Vermont state agencies, cultural heritage repositories, and municipal records–holding entities affected by an individual emergency/disaster or by a statewide or widespread (catastrophic) disaster.
4. Have the capacity, experience, qualifications, and expertise to handle and respond to the needs of multiple state agencies, cultural heritage institutions, and/or or municipal entities simultaneously or in a reasonable amount of time following a statewide or widespread (catastrophic) disaster.
5. Provide freezer trucks, packing supplies, and other equipment as needed and personnel to assist Vermont’s state agencies, cultural heritage repositories, and municipal records–holding entities that have been affected by an emergency or disaster that is beyond their capability of handling. Provide for freezer truck rental, if needed, including a driver for delivery and pick-up.
6. Have systematic procedures and policies in place for the removal of public records and cultural heritage collections from a disaster site to ensure that all the materials have been identified, inventoried, and kept in order, including having appropriate procedures and systems to secure sensitive records and maintain records confidentiality, when necessary.
7. Have the capacity to freeze large quantities of records, books, or archival materials, when appropriate, if the quantity of materials to be dried is too large for the current drying capacity of the firm due either to the current availability of space or the amount of material.
8. Work with the affected facility and/or collections staff, state agency or municipal personnel, and the insurance company to provide the best recovery of the state agency, cultural heritage institution, or municipal entity and its collections or holdings.

9. Provide options for the state agency, cultural heritage institution, or municipal entity to restore the affected space to include drying, carpet cleaning, water extraction, etc.
10. Provide appropriately sized boxes for pack-out purposes. Pack properly and remove the affected materials for freezing, when appropriate, and drying.
11. When dealing with the affected materials, provide protection for the rest of the collections, either by use of on-site dehumidification or removal of the materials from the affected site.
12. Freeze, when appropriate, and completely dry, but not over-dry, the collections affected by a disaster and return these materials to the state agency, cultural heritage institution, or municipal entity in as usable a form as possible, considering the degree of the disaster.
13. During the drying process constantly monitor the materials to ensure that they have reached normal equilibrium, are completely dried but not overdried, and not stuck together.
14. When the affected materials would be damaged by vacuum freeze-drying, provide desiccant drying services to ensure the drying of these materials with the least possible damage.
15. Work with the state agency, cultural heritage institution, or municipal entity to determine what is needed in the way of the cleaning needs of the collections once the drying has been completed. If so decided, provide cleaning services, including labor, for fire, puffbacks, soot, mold, or other particles left on the materials.
16. When the contract is invoked by a state agency, cultural heritage repository, or municipal records-holding entity, the vendor shall be in contact with the State Archivist or their designee.

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 outlined in Exhibit A (Price Schedule).

**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>.

Attachment D**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)****for all Contracts and Purchases of Products and Services Using Federal Funds**

(Revision date: July 28, 2022)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.

2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

**Exhibit A
(Price Schedule)**

Polygon Document Recovery Price Schedule



Labor Rate Schedule

Labor Category Item	Rate/
Polygon Project Manager	\$94.00
Polygon Project Supervisor	\$75.00
Polygon Document Restoration Laborer	\$55.00
Health & Safety Officer	\$65.00
Consulting	\$155.00
Polygon Travel	\$55.00
Administrative Fee	\$45.00

Supply Rate Schedule

Item	Per Item
Boxes - Polygon 1.2 Cubic Foot	\$6.20
Boxes - Polygon 2.0 Cubic Foot	\$8.05
Wood Pallets	\$26.00
Packaging Supply Budget, per 100 cubic feet	\$50.00

Equipment Rate Schedule

Equipment Item	Rental/Day
Air Mover	\$29.00
Air Scrubber - AS10	\$92.00
Air Scrubber - AS2.5	\$54.00
Air Scrubber - MPA10	\$56.00
Air Scrubber - PAS500	\$92.00
Cart	\$25.00
Dehumidifier	\$85.00
Hepa Vacuum - Floor	\$47.00
Hepa Vacuum - Portable	\$26.00
Zip Poles	\$12.00

Additional Charges	
Company Owned/Rented Vehicle	\$0.85/mile
Company Owned/Rented Van	\$1.85/mile
Company Owned/Rented Truck or Trailer	\$2.75/mile
Additional Equipment and/or Supplies	Cost + 20%
Overtime Labor=8+ hours daily and/or Sat.	Regular + 50%
Premium Labor = Sundays	Regular + 100%
Subcontractors	Cost + 26.5%
Prevailing wage (when applicable)	Cost + 26.5%

***weekly/monthly discount rentals available**

Document Restoration

Service	Unit Price
Drying - On Site - < 500 cubic feet	\$185.00
Drying - On Site - 500+ cubic feet	\$125.00
Drying - Polygon Facility 1-150 cubic feet	\$80.00
Drying - Polygon Facility 151-500 cubic feet	\$70.00
Drying - Polygon Facility 500+ cubic feet	\$60.00
Drying - Special Handling per cubic foot	\$88.00
Other Drying - Antique Book	\$20.25
Other Drying - Blue Prints	\$3.00
Other Drying - Linen Prints	\$5.00
Other Drying - Mylar Prints	\$5.00
Ozone (for odor control)	\$5.00
Disinfectant Fogging	\$7.09
Document Cleaning - Level #1, per cubic foot	\$77.00
Document Cleaning - Level #2, per cubic foot	\$155.00
Document Cleaning - Level #3, per cubic foot	\$230.00
Document Cleaning - Level #4, per cubic foot	\$300.00
Document Cleaning - Level #5, per cubic foot	\$395.00
Document Cleaning - Level #6, per cubic foot	\$475.00
Blue Prints, Linen & Mylar Cleaning-Level #1	\$1.50
Blue Prints, Linen & Mylar Cleaning-Level #2	\$3.00
Blue Prints, Linen & Mylar Cleaning-Level #3	\$4.50
Blue Prints, Linen & Mylar Cleaning-Level #4	\$6.00
Blue Prints, Linen & Mylar Cleaning-Level #5	\$7.50
Blue Prints, Linen & Mylar Cleaning-Level #6	\$9.00
Other Cleaning - Antique Book	\$151.75
Other Cleaning - CD & DVD	\$2.00
Other Cleaning - Catheter Roll	\$20.25

Service	Unit Price
Other Cleaning - Microfiche Strip	\$0.75
Other Cleaning - Microfilm Roll - Outside	\$70.00
Other Cleaning - Photograph Negatives	\$0.50
Other Cleaning - Photographs	\$2.50
Other Cleaning - Record Albums	\$2.00
VHS & Beta Tape Cleaning - Each	\$6.25
X Ray Cleaning 1 - 1,000	\$2.50
X Ray Cleaning 1,000 - 5,000	\$3.00
X Ray Cleaning 5,000 & Up	\$3.50
Copying - Clean water	\$0.40
Copying - Grey water or fire	\$0.50
Scanning - Level 1, per image	\$0.12
Scanning - Level 2, per image	\$0.14
Scanning - Level 3, per image	\$0.16
Scanning - Level 4, per image	\$0.18
Scanning - Level 5, per image	\$0.20
Scanning - Level 6, per image	\$0.22
Scanning - Level 7, per image	\$0.24
Scanning - Level 8, per image	\$0.26
Scanning - Level 9, per image	\$0.28
Scanning - OCR, per image	\$0.02
Document Disposal - Dry Shredding, per cu. ft.	\$18.00
Document Disposal-Wet Shredding, per cu. ft.	\$48.00
DVD Scanning & Diagnostics	\$2.50
Irradiation - Gamma 1 - 100 cu. ft. (Minimum)	\$1,800
Irradiation - Gamma 100+ cu. ft.	\$18.00
Pest Eradication (blast freezing)/cu. ft.	\$27.00
Odor Neutralization, per cu. ft.	\$7.50
Fire Odor Neutralization, per cu. ft.	\$9.00
Stabilization Freezer Storage - cu. ft./month	\$8.00