

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 Tovey Services Inc. DBA New England Call Center, with a principal place of business in Concord, NH, (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 Statewide Answering 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 \$100,000.00.
4. **Entities Authorized to Use This Agreement.** This Contract 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 of Vermont 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”). State Purchasers and Additional Purchasers are also referred to herein as a “Purchasing Entity” or “Purchasing Entities”. Issues concerning eligibility to purchase under this Agreement 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 Contract are consistent with its procurement policies and regulations.
5. **Contract Term.** The period of Contractor’s performance shall begin on January 1, 2024, and end on December 31, 2025 with an option to renew for two (2) additional 12-month terms upon mutual agreement of both parties.
6. **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.
7. **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.
8. **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.

9. **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: Bonnie Ladd

Phone: 802-860-8000

Email: bladd@newenglandcallcenter.org

b. For the State:

Name: Kevin Cooke, State Purchasing Agent

Phone: 802-249-7495

Email: kevin.cooke@vermont.gov

10. **Attachments.** This contract consists of 8 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 12/04/2023)

11. **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: _____

Commissioner - Buildings and

Title: General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

Contractor shall Provide Answering Services Statewide on an as-needed basis. Duties to include an answering and referral service that provides prompt, reliable, informative, and courteous telephone answering services to the 1) public and 2) the on-call departmental staff. This service must be available 7 days a week, 24 hours a day, 365 days per year. The vendor will refer calls to appropriate department services and will provide access to non-English speakers for all health and safety related questions.

Contractor shall provide:

- 1.1. This Contract may be utilized for Answering Services on an as-needed basis. Projects are not to exceed \$50,000.00, including all costs associated with the individual project, such as labor, material, equipment, etc.
- 1.2. All Contractor work performed under this contract shall be planned and scheduled by Project Managers. The Project Manager will work closely with both Contractor and the Agency/Department requiring the work, and will approve all invoices for work completed under this Contract.
 - If the Contractor is selected to perform work on a project, BGS will issue a Purchase Order (PO) will be issued with a project Statement of Work and the Project Manager shall provide a PO number to the Contractor to reference on their invoice for services completed under that specific work assignment.
 - The resultant Purchase Order will be administered by the issuing Agency/Department.
- 1.3. Contractor's typical working hours under this Contract will range between 6:00 AM and 5:00 PM, Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the type of facility or the operational needs of the Agency/Department where work is being performed, and will be established at the beginning of each project.
- 1.4. Contractor shall notify the Project Manager of any maintenance related issues that are discovered while performing work.
- 1.5. All unclaimed work articles found in or about the work area by the Contractor shall be turned in immediately to the Project Manager, with the location where the article was found.
- 1.6. Contractor acknowledges that security procedures in some State buildings require a background clearance be performed on any contractor working inside the building, prior to beginning work. Projects at Correctional Facilities, Courthouses, and Public Safety buildings may all require clearances.
- 1.7. Contractor shall secure and pay for any permits and inspections required by the authorities having jurisdiction, or for warranty purposes. Contractor shall ensure that any inspections are made by the appropriate State or local authority having jurisdiction, or manufacturer from which the warranty will be issued.
- 1.8. Subcontractors, if required, shall be approved in writing by the Project Manager prior to performing work as part of the contract.
- 1.9. SITE SUPERVISION:
 - 1.9.1. Contractor shall provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. Contractor shall have a responsible supervisor on the job at all times when the work of the contract is being carried out.

- 1.9.2. Contractor's site supervisor shall be responsible for communication with the State's representatives and shall meet with the Project Manager at the site on a weekly basis to discuss project status, including any problems, ideas, or concerns related to the project work.
- 1.9.3. Contractor and its employees shall be subject to all applicable State and Federal statutes and regulations for the conduct of personnel.
- 1.10. WORKMANSHIP AND MATERIALS:
 - 1.10.1. Contractor shall furnish all supervision, labor, transportation, materials, tools and equipment necessary to satisfactorily complete the service in a manner consistent with the Statement of Work
 - 1.10.2. The Contractor guarantees that all materials shall be of the best quality, that all work shall be done in a professional manner. All supplies shall be consistent with Administrative Policy 032 which can be found at <http://bgs.vermont.gov/commissioner/adminpolicies/0032>
 - 1.10.3. Contractor shall ensure that all supplies, equipment and machines shall be kept free of traffic lanes or other areas that may be hazardous. Contractor shall further ensure that all dirt and debris resulting from the work under this contract shall be disposed of at the end of each day or at the completion of work in each building.
 - 1.10.4. Contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by Contractor, its officers, employees, agents, contractors, subcontractors and invitees. Contractor acknowledges that the determination of the need for, and extent of, any repair work shall be made at the sole discretion of the Project Manager.
- 1.11. In the event of Contractor default, the State may procure the services, materials and/or supplies from other sources and hold Contractor responsible for any excess cost occasioned thereby, provided that, if public necessity requires the use of services, materials and/or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
- 1.12. Types of Services contractor shall provide:

Answering and referral service that provides prompt, reliable, informative, and courteous telephone answering services to the 1) public and 2) the on-call departmental staff. This service must be available 7 days a week, 24 hours a day, 365 days per year. The vendor will refer calls to appropriate department services and will provide access to non-English speakers for all health and safety related questions.

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ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. 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. In consideration of the services performed by Contractor, the State shall pay Contractor in accordance with the following schedule of rates. These rates are inclusive of all fees and expenses including mileage and travel time:

Deliverable Description	Fixed Price
Base rate for business and non-business hours (monthly per account)	\$119.95
Operator Minute Charge (per minute)	\$0.96
Operational minute (call minute) charge	\$0.13
Message e-mail or fax delivery charge (monthly per account)	\$14.95
Standard computer-generated reports (each)	\$19.95
Custom Reports (per hour to prepare)	\$59.95

4. 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.
 - a. Work required during weekends, holidays, or outside of the typical working hours described in Attachment A section 1.3, shall be entitled to a rate increase. Any rate increase shall be identified on the Price Schedule.
 - b. Services may be issued on a time and materials basis or a fixed price. The following information is required on all invoices:
 - All invoices must include the Contract # and numbered invoice for this contract;
 - Time frame indicated of when work was performed;
 - Copy of quote originally submitted;
 - The agreed to markup for profit and overhead unless a previously agreed to billing schedule was approved in the contract;
 - Certification that the contractor has no ownership (majority or minority) in any subcontractor they claim for profit and overhead;

- Provide supporting documentation of material costs, in accordance with the percentage specified in the contract. This supporting documentation is required for verification.
- c. For projects billed on a Time & Materials basis, the following additional information must be included:
- Invoices shall include description of work, # of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable);
 - Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work;
5. 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. Invoices shall be submitted to the State at the following address:
- State of Vermont Department of Buildings and General Services
Attn: (Name of the Project Manager)
Address of Agency/Department requiring work
6. Upon mutual agreement of both parties the State may elect to extend terms for up to one (1) additional 24-month period. Hourly rate pricing considerations for option years 3 and 4 are as follows:

Optional Years 3 No Increase & 4 Increase: Not to Exceed 5%

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 4, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 4, 2023) 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>.