

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Supplier 0000102588
SecurShred
Shred This Inc
PO Box 2123
S Burlington VT 05407
United States

Phone #: (877) 863-3003

Contract ID 00000000000000000000000033787	Page 1 of 3
Contract Dates 06/01/2017 to 05/31/2021	Origin CPS
Description: CPS-RECORDS STORAGE & RELATED	Contract Maximum \$120,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved
Contract Status Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		INDIVIDUAL STATE AGENCIES, PAPER RECORDS STORAGE AND RELATED SERVICES	EA	0.01000	0.00	0.00

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and Secure Shred, with principal place of business in South 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 paper records storage and related services, 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 \$120,000.00.

4. Contract Term. A period of 24 months with an option to renew for 2 additional 12-month periods. Start date will be June 1, 2017, and end on May 31, 2019.

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 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 the State 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 07/01/2016)

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

AMENDMENT-1 (APRIL 2019).

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and SecureShred, with a principal place of business in So. Burlington, VT (the "Contractor") that the contract between them originally dated as of 06/01/2017, Contract # 33787, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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05/31/2019 to 05/31/2020. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C, December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 13 pages. Except as modified by this Amendment No.1, all provisions of the Contract remain in full force and effect.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

TREVOR R. LEWIS
STATE COMMODITY PROCUREMENT ADMINISTRATOR
PHONE: 802-828-2217
FAX: 802-828-2222
trevor.r.lewis@vermont.gov

STATE OF VERMONT CONTRACT #33787
CONTRACT AMENDMENT #2

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting(the "State") and SecureShred, with a principal place of business in South Burlington VT(the "Contractor") that the contract between them originally dated as of June 01, 2017, Contract # 33787, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from May 31, 2020 to May 31, 2021 .

Taxes Due to the State. Contractor 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.

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Buyer Name Trevor R Lewis	Buyer Phone Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
http://bgs.vermont.gov/purchasing-contracting/debarment						

This document consists of 3 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Christopher Cole

Name: _____

Commissioner

Title: _____

Title: _____

Buildings & General Services

Email: _____

Email: _____

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Description: CPS-RECORDS STORAGE & RELATED	Contract Maximum \$120,000.00
Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217
Contract Status Approved	

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This document consists of 13 pages. Except as modified by this Amendment No.1, all provisions of the Contract remain in full force and effect.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@vermont.gov

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Christopher Cole

Name: _____

Title: BGS Commissioner

Title: _____

Email: _____

Email: _____

ATTACHMENT A: SPECIFICATIONS OF WORK TO BE PERFORMED

- 1 Contractor shall provide for records storage and related services on an as-needed basis or in response to emergency records storage needs for agencies and departments of the State of Vermont.
 - 1.1 Services provided for under this contract shall be at the request of the state and shall 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 related services of the contractor.
 - 1.1.1 Contractor shall be provided a copy of the records officer's designation for each agency that stores records at the contractor's facility.
 - 1.1.2 If services are requested, contractor shall verify the identity of the requester and 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).
 - 1.1.3 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.
 - 1.2 Normally all work shall be performed Monday through Friday during normal working hours, but an occasion may arise in an emergency situation which would require work to be performed after normal working hours or on Saturday, Sunday or Holidays.
 - 1.3 Location of records stored under this contract is 582 LaPorte Road, Morrisville, VT 05661. Contractor shall ensure that the facility is secure, locked after hours, alarm monitored, and temperature controlled.
 - 1.4 All shipments to the records storage facility need to be coordinated in advance. Large shipments may require special planning, logistics, and scheduling.
- 2 All services provided under this contract shall 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://www.sec.state.vt.us/archives-records/records-management/standards-best-practices.aspx>
 - 2.1 To facilitate standardization within an agency or department's records management program regardless of which records storage facility is used, record storage and related services shall be comparable to those of the State Records Center in Middlesex, VT, which is operated by the Vermont State Archives and Records Administration (VSARA). There are no undue expectations for the contractor above and beyond services comparable to those of the State Records Center in Middlesex, VT unless explicitly depicted in writing.
 - 2.2 Related services provided may include record pick-up and delivery; inventory tracking; and reports.
 - 2.3 Records eligible for destruction pursuant to 1 V.S.A. § 317a shall not be accepted by contractor and the contractor shall promptly notify the Vermont State Archives and Records Administration if destruction services are requested by an agency or department. Certified destruction pursuant to 1 V.S.A. § 317a shall only be performed by the contractor with written permission from the agency or department's designated records officer and the State Archivist.

- 3 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, available on-line at <http://www.archives.gov/records-mgmt/storage-standards-toolkit/file3.pdf>
 - 3.1 With 24-hour notice, the Vermont State Archives and Records Administration (VSARA) or the agency or department reserves the right to monitor and inspect the records storage facilities and operations provided under contract.
- 4 Required Forms:
 - 4.1 Contact SecurShred via email or phone.

Email: info@securshred.com or dave@securshred.com
Phone: 802-863-3003
Contacts: David Van Mullen, Mark Trombley
Emergency phone: 802-249-3057, 802-881-3573
 - 4.2 The agency or department's designated records officer will need to complete a "New Account" form which can be found online at http://www.securshred.com/new_account_store.php. This form includes the names of appointed records liaisons ("authorized personnel") that may request records. It is the state agency's responsibility to provide the contractor with both new and deleted names of authorized personnel.
 - 4.3 Each standard 1.2 cubic foot records storage carton requires a SecurShred box label prior to pick-up (supplied free of charge).
 - 4.4 Each shipment requires the completion of a "Records Transfer Memo" or "RTM" form which can be found online at http://www.securshred.com/records_transfer_memo.php. This online form can be used for any shipment to the warehouse or any request made from the warehouse. A printed RTM form must accompany any shipment to the warehouse.
- 5 **STORAGE CARTONS:** The Contractor, when requested, shall provide a standard one-point-two cubic foot (1.2cf) records storage carton with lid to its clients. The carton fee can be found on Attachment-B. When received at the records storage facility, oversized or non-standard cartons may be accepted but may require re-boxing and fees may apply.
 - 5.1 The State of Vermont has a contract with Staples for a specific box. That box is also referenced in VSARA's procedures. For state agencies and possible transfers of boxes between the State Records Center and SecureShred's facility, the same standard boxes should be used. Currently Paige Miracle Boxes (WB Mason Order #PAIG15). See: <https://bgs.vermont.gov/sites/bgs/files/files/purchasing-contracting/contracts/EXPEDITE%20-%2034176%20WB%20MASON.pdf>

6 PICK UP AND DELIVERY SERVICES.

6.1 Records Shipping:

- 6.1.1 Pack the records according to Vermont State Archives and Records Administration (VSARA).
- 6.1.2 Each box requires a completed SecurShred box label (supplied free of charge). This label must be applied to the outside of the box on the short side.
- 6.1.3 Complete a Records Transfer Memo (RTM).
- 6.1.4 Each RTM must have a unique date and start with box number one.
- 6.1.5 Provide a copy of the completed and signed RTM to the contractor in advance of the pick-up or at time of pick-up, and keep a copy for your records.

6.2 Records Requests:

- 6.2.1 Contact SecurShred at: http://www.securshred.com/records_transfer_memo.php
- 6.2.2 Identify yourself by name, agency, and address (name on original new account form).
- 6.2.3 Confirm transfer option, records description, original RTM date, file type, and original box or select document.

6.3 Transportation Services:

- 6.3.1 Users of the contract are encouraged to use the State's Small Package delivery contract with UPS (Contract# 18570) to deliver and request records. Notify the contractor in advance of using this service.
- 6.3.2 State agencies needing to register with UPS may contract David Hugar at 1-800-877-1497 or at dhujar@ups.com

7 REQUIRED REPORTS: The contractor shall provide the reports set out below.

- 7.1 **Disposition Notification Report.** If certified destruction pursuant to 1 V.S.A. § 317a has been authorized by the agency or department's designated records officer and the State Archivist, contractor shall provide agency or department records officer and the State Archivist with a disposition notification report at least thirty (30) days prior to the date destruction has been authorized. Records officers are responsible for reviewing the report and promptly notifying contractor of any records which must be held longer by submitting a retention hold request.
- 7.2 **Quarterly Holdings Reports.** Quarterly holding reports for each agency and department shall detail complete tracking information and be submitted to both the agency and department records officer and the State Archivist. Reports shall include the total number of boxes currently in storage and for each box: (1) the records center identification number; (2) the series title and a brief box content description; (3) the dates of the records in the box; (4) the record schedule ID number; and (5) the disposition requirement in accordance with the record schedule.

- 7.3 **Annual (fiscal year) Usage Report.** Identify costs for services provided each state fiscal year. The annual usage report must identify costs for services provided to state agencies each state fiscal year. The report is to detail the type of services and the frequency of services requested by state agencies; e.g., total requests received, labor required (hours) to perform requested pulls and refiles, total deliveries/pickups provided, total number of new cartons received for storage, and total number of cartons destroyed.

8 Account Representation

- 8.1 PRIMARY Point of Contact: David Van Mullen; Phone: 802-863-3003 ext. 6
- 8.2 BACKUP Point of Contact: Mark Trombley; Phone: 802-863-3003 ext. 107

Records Storage and Related Services

Attachment B

Page 1 of 2

June 1, 2017

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor shall 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 Pricing is identified on page 1 and 2 of Attachment B.
- 2 **PRICE ADJUSTMENT:** Prices shall remain firm for the first twelve months of the contract. Once the first twelve months of the contract has passed, Contractor may request in writing a consideration of price change (increase), which will be subject to an annual review by the Office of Purchasing and Contracting. Request for additional increases shall be limited to once in any twelve-month period thereafter. All increases are subject to annual review. The BGS Office of Purchasing and Contracting reserves the right to reject any price increase deemed to be excessive. Decreases shall be offered immediately as they become available. Contractor shall notify the Office of Purchasing and Contracting in writing of any decreases in pricing.
- 3 **EQUIPMENT:** If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost shall be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.
- 4 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).
- 5 Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
- 6 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 shall include the Contract # for this contract.
- 7 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.

RECORDS STORAGE & RELATED SERVICES

Attachment B

Page 2 of 2

<u>DESCRIPTION</u>	<u>PRICE</u>
Record Storage 1-2,499 Cartons	
Standard storage carton (one cubic Foot carton stored in contractor facility)	\$__0.52__ per cubic ft, per month.
Record Storage 2,500-4,999 Carton	
Standard storage carton (one cubic Foot carton stored in contractor facility)	\$__0.505__ per cubic ft, per month.
Record Storage 5,000 to 10,000 Cartons	
Standard storage carton (one cubic Foot carton stored in contractor facility)	\$__0.495__ per cubic ft, per month.
Record Storage 5,000 to Over 10,000	
Standard storage carton (one cubic Foot carton stored in contractor facility)	\$__0.47__ per cubic ft, per month.
Personnel Time	
Minimum Charge for a single request or service	\$ __10.00__
Hourly Rate for warehouse personnel for indexing, retrieving, shelving or other similar work.	\$ __41.00__ per hr.
Minimum Charge for an after hours request (3hrs)	\$ __n/a__ min chg
Hourly Rate for after hours services	\$ __n/a__ per hour
Certified Destruction Services	
Non Confidential Records	\$ __0.125__ per pound
Confidential Records	\$ __0.125__ per pound
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__ per trip
Round trip after 5:00 pm and before 8:00 am	\$ __n/a__ per trip
New records round trip (initial pickup of new records being transferred to storage)	\$ __36.00__ per hour
New records processing fee	\$ __5.00__ per box
Other Services	
Carton, Storage (standard carton, top and bottom included)	\$ __3.60__ 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**

1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. 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.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. 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 this 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, 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 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 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.

15. 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.

16. 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 this 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.

19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. 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>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: 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.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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.
- B. Internal Controls:** 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).
- C. Mandatory Disclosures:** In accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)