

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings & General Services (hereinafter called “State”), and Windsor County Sheriff’s Department, with a principal place of business in Newfane, Vermont, (hereinafter called “Contractor”). Contractor’s form of business organization is non-profit government. 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 BGS Armed Security Services Statewide. 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. **Contract Term.** The period of Contractor’s performance shall begin on November 15, 2023 and end on November 14, 2025, with the option to renew an additional 24-month period 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.

5A. **Sole Source Contract for Services.** This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

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: Sheriff Mark Anderson

Phone: 802-365-4949

Email: manderson@windhamcountyvt.gov

b. For the State:

Name: James Meyers, Senior Purchasing Agent

Phone: 802-249-7275

Email: James.Meyers@vermont.gov

9. **Attachments.** This contract consists of 6 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:

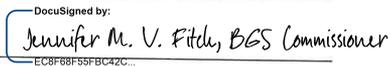
- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

9/6/2023

Date: _____

Signature:  DocuSigned by:
E08F08F55F8C42C...

Name: Jennifer M.V. Fitch

Commissioner - Buildings and

Title: General Services

By the Contractor:

Date: Mark Digitally signed by
Mark Anderson

Signature: Anderson Date: 2023.09.05
11:05:24 -04'00'

Name: Mark Anderson

Title: Sheriff

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide all labor, materials and equipment necessary to satisfactorily complete armed security services as described below.

1. The Contractor shall provide armed Law Enforcement/Security in State Facilities and non-state facilities or lands in which the state may have an interest in providing security on an as needed basis.
2. Contractor's personnel assigned to these posts must meet the following qualifications:
 - 2.1. Must be Level Two or above certified law enforcement officer.
3. The State Safety and Security Office may at times require additional training which shall be provided by the Department of Buildings & General Services (BGS) on an individual or group basis.
4. Costs for reasonable casework as determined at the sole discretion of BGS or for court appearances resulting from action taken during an assignment for BGS Safety and Security will be paid by BGS at the contracted rate outlined in Attachment B.
5. BGS shall contact the law enforcement Contractor geographically closest, by county, to where the security services are needed. If the Contractor is not able to provide coverage, BGS Safety and Security will offer the work to other law enforcement contractors.
6. Posts for State security are generally staffed from 7:30AM to 4:45PM but may vary. Contractors may bill for a minimum of 4 hours.
7. Contractor and its employees shall be subject to all applicable State and Federal statutes and regulations for the conduct of personnel.
8. Contractor assignments may vary depending on the location and the circumstances but shall involve at a minimum the following duties:
 - a. Provide a visible armed security presence at the location. Contractor shall be required to be in Sheriff's uniform but, at times may be required to be in civilian clothing.
 - b. Maintain a log of events that occur during the shift.
 - c. Develop reports for significant incidents.
 - d. Inform BGS Safety and Security of any significant incidents.
 - e. Submit logs and reports to BGS Safety and Security by email to William.McSalis@vermont.gov Submissions shall be made within one week of the activity.

Other required duties, depending on the assignment may include:

- a. Regulate employee and visitor access at state facilities and non-state facilities or lands in which the state may have an interest in providing security on an as needed basis.
- b. Screen visitors with detection devices preventing passage of prohibited items into restricted areas.
- c. Monitor scheduled meetings hosted by State Agencies/Departments.
- d. Conduct vehicle and foot patrols of the interior and the exterior of the buildings or venue.
- e. Regulate traffic flow on streets and parking lots.
- f. Respond to emergencies, security incidents and evacuations, investigate disturbances, make arrests as necessary and assist on-site State and/or State Contracted Security Officers. Make timely notifications to building Managers/Directors and BGS Safety and Security.

- g. Serve Notices Against Trespass at the request of BGS Safety and Security.
- h. Render first aid.
- i. Monitor security cameras or operate surveillance equipment to detect suspicious or illegal activities.

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 State at the following email address:
William.McSalis@vermont.gov
6. For services performed within Contractor's county, the payment schedule for delivered products, and any additional reimbursements, are as follows. Rates are inclusive of all fees and expenses, including mileage and travel, except as outlined in Item 7 below.

HOURS OF SERVICE	HOURLY RATE	HOLIDAY HOURLY RATE
7:00 AM – 10:00PM	\$ 70.00	\$ 140.00
10:01 PM – 6:59AM	\$ 105.00	\$175.00

7. When services are requested outside of Contractor's county, mileage shall be reimbursed to and from the Contractor's Department at the prevailing State rate as established by the U.S. General Services Administration (GSA).
8. Pursuant to V.S.A. Title 24 Section 291a (c), the parties agree that each Sheriff's Department may allocate five percent of contract funds due the Contractor, to the Sheriff individually for administration of the contract.

**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>.