

# State of Vermont

Agency of Transportation  
Project Development  
National Life Bldg Drawer 33  
Montpelier VT 05633-5001  
USA

## CONTRACT



**Vendor ID 0000003430**  
**Custom Courier**  
**PO Box 131**  
**Burlington VT 05402**  
**USA**

<b>Contract ID</b> 00000000000000000000000034252	Page 1 of 2	
<b>Contract Dates</b> 07/01/2017 to 06/30/2019	<b>Origin</b> CPS	
<b>Description:</b> CPS-COURIER SERVICE	<b>Contract Maximum</b> \$150,000.00	
<b>Buyer Name</b> Berini, Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		COURIER SERVICE	EA	0.01000	0.00	150,000.00

### STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and Custom Courier, Inc., with principal place of business in 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 the subject of providing courier service 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 \$150,000.00.

4. Contract Term. The period of contractor's performance shall begin on July 1, 2017 and end on June 30, 2019, with an option to renew for Two (2) additional 12-month periods.

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 not 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 either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of fifteen (15) 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)
- Attachment E - Delivery Price Schedule
- Attachment F - Fuel Surcharge
- Attachment G - City/Town Rate Schedule
- Attachment H - District Office Locations

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
- (5) Attachment E
- (6) Attachment F
- (7) Attachment G
- (8) Attachment H

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Contract ID		Page
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Contract Dates		Origin
07/01/2017 to 06/30/2019		CPS
Description:		Contract Maximum
CPS-COURIER SERVICE		\$150,000.00
Buyer Name	Buyer Phone	Contract Status
Berini, Brian Jon	802/828-2217	Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT						

By the STATE of VERMONT

Date: \_\_\_\_\_  
Signature: e-Signed by Jennifer Fitch  
on 2017-07-05 12:49:17 GMT  
Name: Chris Cole

Title: Commissioner

Email: \_\_\_\_\_

By the CONTRACTOR

Date: July 3, 2017  
Signature: [Handwritten Signature]  
Name: CUSTOM COURIER

Title: PRESIDENT

Email: MPHSKEVICH@GMAIL.COM

**ATTACHMENT A: SPECIFICATIONS OF WORK TO BE PERFORMED**

Contractor shall provide high quality Courier Service for the State of Vermont. Pricing for this contract shall be based on the attached Price Lists (Attachments E, F, and G). Contractor shall provide all labor, materials and equipment necessary to satisfactorily perform courier services as requested on both a recurring and as needed basis by the state.

Contractor shall provide services in accordance with the Description of Work described below and in accordance with performance standards specified.

**1. Courier Service for Vermont Department of Health.**

**1.1. REGULAR WORK WEEK: Pickup and Mail Delivery Schedule**

7:00am	Pick up mail at Elmwood Ave, Burlington, PO Boxes #70 and #1125 and deliver to 108 Cherry Street, Burlington mailroom.
7:30am	Pick up mail from 108 Cherry Street, Burlington mailroom and deliver to 359 South Park Drive, Colchester by 8am.
8:00am	Pick up mail at Elmwood Avenue, Burlington, PO Boxes #70 and 1125 and deliver to 108 Cherry Street, Burlington mailroom.
8:30am	Pick up from Spectrum on Elmwood Ave, Burlington daily between 08:00 and 09:00 and deliver to State Lab at 359 South Park Drive, Colchester.
	Pick up from Spectrum on Pearl Street, Burlington on Monday, Wednesday and Friday daily between 08:00 and 09:00 to State Lab at 359 South Park Drive, Colchester.
8:40am	Pick up mail at Elmwood Avenue, Burlington, PO Boxes # 70 and # 1125, certified mail and any other mail at post office and deliver to 108 Cherry Street Burlington mailroom by 8:45.
9:00am	Pick up mail from 108 Cherry Street, Burlington mailroom and deliver to office of the Chief Medical Examiner, University of Vermont Medical Center, Baird 1, and the State Lab, 359 South Park Drive, Colchester. Continue to the BGS Print Shop and Postal Center in Middlesex, the Vermont State Archives and Records Administration (VSARA) in Middlesex (any boxes of records coming in for storage must be delivered to the VSARA loading dock vs VSARA office) and 133 State Street, Montpelier. Pick up outgoing mail at all locations and return to 108 Cherry Street, Burlington.
10:00am	Pick up on Tuesdays and Fridays from Safe Recovery to Lab at 359 South Park Drive, Colchester after 10 AM (Clark St, Burlington)
11:30am	Pick up mail at Elmwood Avenue, Burlington, PO Boxes #70 and #1125 and deliver to 108 Cherry Street mailroom and 359 South Park Drive, Colchester (if needed).
1:15pm	Pick up from BGS Print Shop and Postal Center (mail, copy jobs, etc.) and VSARA in Middlesex and deliver to 108 Cherry Street, Burlington mailroom by 2:40pm. Any deliveries from the BGS Print Shop and Postal Center will be delivered to the Office Suite in the building.
2:15pm	Pickup mail at 108 Cherry Street, Burlington mailroom and deliver to 359 South Park Drive, Colchester.
2:20pm	Pick up outgoing mail at 359 South Park Drive, Colchester and deliver to 108 Cherry Street, Burlington mailroom.

**1.2. REGULAR WEEKLY SCHEDULE (Saturday and holiday morning runs)**

Pick up from Fletcher Allen Health Care Laboratory, Greyhound (Burlington International Airport) and samples from Elmwood Avenue Post Office in Burlington on Saturdays and holiday mornings at 9 am and deliver to the State Lab, 359 South Park Drive, Colchester by 9:30 am.

**1.3. EXTRAS AS NEEDED**

1.3.1. Make runs 1 time/month to any one of these locations; UVM, Greyhound, Red Cross, Burlington, SNS Warehouse in Colchester or Bulk Mail Plant in Essex Junction

1.3.2. Make runs approximately 1 time/ weekly to any one of the twelve District Offices located in Burlington, Barre, Bennington, Brattleboro, Middlebury, Morrisville, Newport, Rutland, St. Albans, St. Johnsbury, Springfield, and White River Junction (Hartford) on as needed basis .

1.3.3. Make two runs a week to the Agency of Agriculture on Industrial Lane in Barre to pick up and deliver specimen samples to 359 South Park Drive, Colchester.

**1.4. Immediate Delivery / Hand Carry**

Pickup and delivery of packages or boxes that require same day or immediate delivery from Burlington or Colchester to Waterbury, Middlesex, Montpelier, SNS warehouse in Colchester or any of our 12 District Offices.

**1.5. Direct office suite delivery at 108 Cherry Street**

Deliver cartons or boxes direct to the office suites located in the building at 108 Cherry Street. Office suite delivery required multiple times per day.

**1.6. Emergency after hours and unplanned weekend deliveries**

Pickup and Delivery of cartons, packages, lab, or patient samples/specimens, etc. to support continuity of business operations in a health event including during the activation of the Health Operations Center. Could include any of our 12 District offices or their alternate locations as determined, the Office of the Chief Medical Examiner, University of Vermont Medical Center, Baird 1, Burlington, the State Laboratory located at 359 South Park Drive, Colchester, 108 Cherry Street, Burlington, SNS warehouse in Colchester, or Williston, Middlesex, Montpelier, or Waterbury.

**2. Performance Standards.**

2.1. 100% On-time delivery. Failure to meet the 100% performance standard will result in holdbacks being taken from the applicable weekly invoice of 5%. Vendor will follow schedule as provided in SOW. Where applicable, there will also be a fee reduction of 5% of the daily rate per occurrence for pick-ups and deliveries that are received after the close of business or specified essential deadline.

2.2. A failure by the contractor to complete their service on time (within the established thresholds), in two consecutive quarters, will further result in a contract review with potential consequences as severe as termination.

3. **Cancellation:** The contract may be canceled by the State by giving written notice at least 30 days in advance.

## 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. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services, dates, hours of work performed and rates of pay. Invoicing must also contain a detail of items and all cost for any allowable expenses.
2. The State shall not be responsible for any unauthorized expenses or services incurred and/or performed by Contractor.
3. Contractor shall submit weekly invoices for the Vermont Department of Health with the contract number to the point of contact below:

Vermont Department of Health  
Randal Shepard, Operations  
108 Cherry ST, Suite 104  
Burlington, VT 05401

4. Invoices shall be on Contractor's standard billhead and shall specify the address to which payments will be sent. Invoices shall include documentation and itemization of all work performed, including a detail of services, dates and hours of work performed and the rate of pay. Invoicing must also contain a detail of items and costs for allowable reimbursable expenses. The State shall not be responsible for any expenses of the Contractor not specifically authorized by this Contract.
  - a. Invoiced retroactively on a weekly basis. Flat per day pricing for routine delivery schedule in Scope of Work (SOW). Charges beyond the daily rate must be broken out with description, date of service and the additional charge.
  - b. Breakout charges for:
    - o Extra runs, excess weight, or special hand carries.
5. 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.
6. The State shall not pay for any unauthorized labor, materials, equipment or expenses of Contractor.
7. Any services outside of agreement shall not be allowed.
8. In consideration of the services performed by Contractor, the State agrees to pay Contractor in accordance with the Price Schedules set forth in Attachments E, F, and G.
9. Payment terms are net 30 days. 5% discount off entire weekly bill for prompt payment within 7 business days.