

Name of Library _____

STATE OF VERMONT
STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Libraries (hereinafter “State” or “Department”), and _____ Library, with its principal place of business in the Town of _____, (hereinafter “Contractor” or “Library”). Library’s form of organization is _____. It is the Library’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Library is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is generally on the subject of providing high speed broadband access and internet service for library staff and patrons. Detailed obligations of the parties are described in Attachment A - Scope of Work.

3. **Maximum Amount.** This Contract is a no-cost contract.

4. **Contract Term.** This Contract shall remain in effect until such time as amended or superseded by future agreement or cancelled through written notice by either party to the other party.

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 either party by giving written notice at least thirty (30) days in advance.

8. **Attachments.** This contract consists of 9 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, revision date 11/7/2012

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

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE OF VERMONT:

Date: _____

Signature: _____

Name: _____

Agency: _____

By the CONTRACTOR/LIBRARY:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A: SPECIFICATIONS OF WORK TO BE PERFORMED

1. Contractor is a Vermont public library which is participating in the Vermont FiberConnect Project and is seeking to secure high speed broadband access and internet service for library staff and patrons.
2. Department is a duly organized and existing governmental entity of the State and is charged in part to provide financial and technical assistance to Vermont's public libraries and desires to assist Contractor's efforts to secure high speed broadband access and internet service for its staff and patrons.
3. Department shall:
 - (A) Complete an on-site network design at the Library in order to implement the fiber optic connection, to be supplied by Sovernet Fiber Corp., as specified in the federal BTOP grant under the direction of the Vermont Telecommunications Authority;
 - (B) Purchase, configure, install and manage on site at the Library a router, switch, access point(s) and any other premise equipment approved by the Department of Libraries and the Department of Information and Innovation;
 - (C) Purchase, with Library's approval, any additional equipment, software or licensing deemed necessary by the State of Vermont for the Library's internet connectivity, and collect the associated payment for such equipment, software or licensing from the Library;
 - (D) Provide a connection between the Library and the State of Vermont Wide Area Network (VTLIB WAN), located at National Life in Montpelier, and managed by the Vermont Department of Information and Innovation (DII);
 - (E) Provide, at no cost to the Library, 100 mbps of shared internet (IP) service to begin when the Library implements Vermont FiberConnect broadband service, and for no less than 12 months from that date, via the VTLIB WAN;
 - (F) Provide for limited technical support to the Library from the Vermont Department of Information and Innovation (DII), as specified in DII protocol and within the hours of 7:45 am to 4:30 pm on non-holiday weekdays and with "best effort" support available after hours;
 - (G) Provide sample Internet Use and Wireless policies for Library to use as a template in creating local policies.
4. Library shall:
 - (A) Provide access to the Library facility for State of Vermont personnel to complete a network design in order to implement the Library's fiber optic connection;
 - (B) Allow State of Vermont personnel to install necessary premise equipment to implement use of the fiber optic broadband;
 - (C) Install and maintain, at Library's expense, certified wiring (that meet DII requirements) to support implementation of the fiber optic connection and use of the Department WAN;

- (D) Limit use of the FiberConnect equipment (i.e routers, switches and access points) installed in the Library by the State to *only those services sanctioned by the Department of Libraries*;
 - (E) Assume all SMARTnet costs for the maintenance of the on-site router (purchased and installed by the State of Vermont), for security purposes, beyond the initial warranty period, and by arrangement with the State;
 - (F) Assume responsibility for the maintenance of the on-site switch and the optional purchase of SMARTnet service for the maintenance of the on-site switch (purchased and installed by the State of Vermont), beyond the initial warranty period. Library has the option to pay for this continued SMARTnet maintenance, or assume any and all costs associated with the repair or replacement of equipment in order to meet the specifications set by the State of Vermont and the requirements of the VTLIB WAN;
 - (G) Obtain approval from State before purchasing any additional network equipment to be housed at Library;
 - (H) Assume all costs of network equipment replacement, and purchase replacement equipment that meets specifications set by the State of Vermont and the requirements of the Department WAN;
 - (I) Follow the protocol established by the Vermont Department of Information and Innovation (DII) for technical support, and designate a staff person as primary contact for technical support;
 - (J) Provide statistics and reports as requested by either Department or DII;
 - (K) Have a Department-approved Acceptable Use Policy for public internet and public wireless;
 - (L) Maintain the Library's WAN service by meeting these responsibilities and by purchasing WAN internet service after the first 12 months, if and when Department curtails financial support.
 - (M) Return all premise equipment (router(s), switch(es), and access point(s)) purchased by the Department of Libraries to the State, in the event that the Library terminates internet service via the WAN,
5. This Agreement will become null and void in the event that the Library ends internet service via the Department WAN.
6. The State reserves the right to suspend or terminate service or support related to the VTLIB WAN.
7. Cooperative Responsibilities: The parties will be jointly responsible for the following:
- (A) Communication: Each party will designate a person to be its primary point of contact, and one person to act as back-up contact person, to address questions related to such party's implementation of this Contract and will provide contact information including name, address, phone number(s) and email address;
 - (B) Purchase of Additional Bandwidth: The State will monitor Library utilization of the VTLIB WAN and, if needed, will arrange for additional bandwidth for the Library,

via an amendment of this Contract, which is signed by both parties. Library will not independently seek purchase of additional bandwidth for internet service;

(C) Single Points of Failure: The State and Library recognize that there exists the possibility for internet service interruption or outage. The State will make every effort to mitigate such occurrences and the Library will cooperate with State as required to resolve any problem;

(D) Dispute Resolution: All unresolved disputes between the parties shall be forwarded to the Secretary of Administration, who will be the final decision-maker.

ATTACHMENT B: PAYMENT PROVISIONS

This Contract is a no-cost contract. The State shall not pay the Contractor any amounts under this Contract; however, both parties will exchange good and valuable consideration, as described in Attachment A.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
Dated November 7, 2012**

1. 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.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. 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.

4. Appropriations: 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.

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

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. 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 the 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.

General Liability and Property Damage : With respect to all operations performed under the contract, 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 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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. 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. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make

them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.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. Party further agrees to include this provision in all subcontracts.

12. 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.

13. 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 the 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.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

15. 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 also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing 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.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. 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>

19. Certification Regarding Use of State Funds: In the case that 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.

(End of Standard Provisions)