STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and PP&D Distribution, with a principal place of business in Burlington, VT (the "Contractor") that the contract between them originally dated as of August 1, 2018, Contract #36056, 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 April 30, 2021 to April 30, 2022.

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

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT	**RR Donnelley & Sons Company**
By: _____	**By:** _____
Name: Jennifer Fitch	**Name:** _____
Title: Acting Commissioner - Buildings and General Services	**Title:** _____
Date: _____	**Date:** _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and PP&D Brochure Distribution, with a principal place of business in Burlington, VT (the "Contractor") that the contract between them originally dated as of August 1, 2018, Contract # 36872, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment A, Scope of Services**. The scope of services is amended as follows:

Attachment A:is amended by the addition of the following requirements:

- PP&D shall ship individual travel packets directly to consumers in the United States, Canada, and overseas.

II. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:

Attachment B is amended by the addition of the following requirements:

- $200.00 monthly fee for additional shipping

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

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT	**PP&D BROCHURE DISTRIBUTION**
By: _____	**By:** _____
Name: Christopher Cole	**Name:** _____
Title: Commissioner	**Title:** _____
Date: Buildings & General Services	**Date:** _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and PP&D, Brochure Distribution, with a principal place of business in Burlington, VT (the "Contractor") that the contract between them originally dated as of August 1, 2028, Contract # 36872, as amended to date, (the "Contract") is hereby amended as follows:

I. **Maximum Amount**. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from $872,000.00 to $1,032,000.00 representing an increase of $160,000.00

II. **Contract Term**. The Contract end date, wherever such reference appears in the Contract, shall be changed from April 30, 2020 to April 30, 2021 with the option to renew for one additional 12 month period.

III. **Attachment A, Scope of Services**. The scope of services is amended as follows:

Attachment A, Call Center & Fulfillment for the Vermont Department of Tourism.
is amended by the following:

- PP&D shall answer calls to 1-800-VERMONT on behalf of the Vermont Department of Tourism and Marketing from Monday through Friday (excluding State holidays) between the hours of 8:30am – 4:30pm EST.
- PP&D shall complete the "Request for Information" form which is housed on www.VermontVacation.com https://www.vermontvacation.com/request-for-information when a caller requests a travel packet
- PP&D shall report any technical issues experienced or relayed to the operator by callers of 1-800-VERMONT directly to VDTM, within two business days.
- PP&D shall provide callers and those who email with objective statewide travel and relocation information when requested.
- PP&D shall maintain one phone line dedicated to 1-800-VERMONT.
- PP&D shall download daily information packet requests from the Wufoo database maintained by the Vermont Department of Tourism and Marketing.
- PP&D shall print mailing labels supplied by the Vermont Department of Tourism and Marketing. PP&D shall provide written notice to the Vermont Department of Tourism and Marketing when the mailing label stock reaches 5 boxes.

- PP&D shall keep a log of every call received. The log shall at a minimum include the following information for each call: date, time, caller's location and the information the caller was seeking. PP&D shall provide the Vermont Department of Tourism and Marketing a copy of such log by the first of each month.

B. The Vermont Department of Tourism and Marketing (VDTM) shall be responsible for the following:

- The Vermont Department of Tourism and Marketing shall provide PP&D with Vermont Campground Association leads every week.

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

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT	**PP&D BROCHURE DISTRIBUTION**
By: _____	**By:** _____
Name: Christopher Cole	**Name:** _____
Title: Commissioner - Buildings & General Services	**Title:** _____
Date: _____	**Date:** _____

Contract #30970
Amendment # 2

STATE OF VERMONT
Department of Buildings and General Services
Office of Purchasing and Contracting
NOVATION AND AMENDMENT

It is hereby agreed by and among the State of Vermont, Buildings and General Services (hereinafter called "State"), Maxham Warehousing Co., a corporation with a principal place of business in Worcester, VT (hereinafter called "Contractor") and PP&D Brochure Distribution a s-company with a principal place of business in Burlington, VT (hereinafter called "Contractor"), that the Contractor intends to assume all of the rights, benefits, duties and obligations of Maxham Warehousing Co. under the Contract between the State and Maxham Warehousing Co. dated as of May 1, 2016, Contract # 30970, as amended to date (the "Contract"), and that the Contract is hereby amended as follows:

I. Novation. The State and Maxham Warehousing Co. hereby effect the novation of the Contract (the "Novation") to substitute the Contractor for Maxham Warehousing Co. for all purposes of the Contract. The State hereby consents to such Novation. Contractor hereby accepts the Novation and assumes all rights, benefits, duties, undertakings, liabilities and obligations of Maxham Warehousing Co. under the Contract.

Maxham Warehousing Co. hereby releases the State from the State's undertakings, obligations, duties and liabilities with respect to Maxham Warehousing Co. under the Contract following the effective date of this Novation.

Contractor shall furnish to the State a new certificate of insurance consistent with the coverages required under the Contract and properly endorsed with coverage for claims or occurrences for the entire contract period.

II. Amendment. The Contract is hereby amended to replace all references in the Contract to Maxham Warehousing Co. with references to PP&D.

III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C dated 12/15/2017 attached to this Amendment.

IV. Effective Date. The effective date of this Novation and amendment shall be August 1, 2018.

V. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and 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.

VI. 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 t o 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.

VII. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and amendment 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.

Contractor further certifies under pains and penalties of perjury that, as of the date that this Novation and 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

Except as modified by this Amendment No.7 all provisions of the Contract remain in full force and effect.

For State administrative purposes, upon signing of this Novation and amendment, the contract number will be changed to 36872 with an unpaid balance of $353,319.16.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Novation and amendment to the Contract.

STATE OF VERMONT

By: e-Signed by Christopher Cole on 2018-08-22 17:21:30 GMT

Name: Christopher Cole

Title: Commissioner
Buildings and General Services

Date:

MAXHAM WAREHOUSING CO.

By:

Name: John Morse

Title: Pres.

Date: Aug 14, 2018

PP&D BROCHURE DISTRIBUTION

By:

Name: William A Orcland

Title: Pres

Date: Aug 21, 2018

CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

Contract ID		Page
00000000000000000000030970		1 of 2
Contract Dates		**Origin**
05/01/2016 to 04/30/2020		CP
Description:		**Contract Maximum**
Storage, Distribution & Fulfil		$800,000.00
Buyer Name	**Buyer Phone**	**Contract Status**
Wortman,Linda	828-5684	Approved

Vendor ID 0000002577
Maxham Warehousing Co Inc
51A Minister Brook Rd
Worcester VT 05682
USA

Phone #: 802/223-6335

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Storage, Distribution and Fulfillment Services	EA	0.01000	0.00	800,000.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Buildings and General Services, Purchasing and Contracting (hereafter called "State"), and Maxham Warehousing with principal place of business in Worchester, 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 Storage, Fulfillment and Distribution services. 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 $800,000.00.

4. Contract Term. The period of contractor's performance shall begin on May 1, 2016 and end on April, 30, 2020.

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 30 days in advance.

8. Attachments. This contract consists of 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 09/01/2015).

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

CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

Contract ID		Page
00000000000000000000030970		2 of 2
Contract Dates		**Origin**
05/01/2016 to 04/30/2020		CP
Description:		**Contract Maximum**
Storage, Distribution & Fulfil		$800,000.00
Buyer Name	**Buyer Phone**	**Contract Status**
Wortman,Linda	828-5684	Approved

Vendor ID 0000002577
Maxham Warehousing Co Inc
51A Minister Brook Rd
Worcester VT 05682
USA

Phone #: 802/223-6335

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:_____

Name:_____

Title:_____

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

STORAGE, FULFILLMENT, AND DISTRIBUTION
ATTACHMENT A: SCOPE OF WORK

Contract #30970

May 1, 2016

Contractor shall provide warehousing, fulfillment, shipping and distribution services upon request to various State of Vermont entities, including the Vermont Information Center Division (VICD), Department of Tourism & Marketing, Department of Fish & Wildlife, Department of Forests Parks and Recreation, Secretary of State, Division of Historic Preservation and Vermont Life Magazine.

Contractor shall provide three components of services as follows and as further described below:

- Administrative services
- Warehousing and shipping services (preparation and shipping of small packages, case lots and pallets of promotional materials)
- Distribution services to include distribution of both state and selected private sector promotional publications to the 18 welcome and information centers operated by the Information Centers Division of the Department of Buildings and General Services. Currently, a biweekly delivery is made to the Vermont Department of Tourism and Marketing (VDTM) at the National Life Complex.

CONTRACTOR'S RESPONSIBILITIES

1. **ADMINISTRATIVE SERVICES:**

1.1. **CUSTOMER SERVICE COMMUNICATIONS:** Contractor shall provide customer service communications to include faxes, incoming and outgoing emails and phone calls. Contractor shall provide correspondence between the Brochure Program Manager at the VICD, answer questions from brochure registrants regarding inventory and anticipated usage.

1.2. **BILLING ACCOUNTS:** Contractor shall maintain separate billing accounts and shipment verification for each participating department, including program or project reference codes as required by each department.

1.3. **INVENTORY NOTIFICATION:** Contractor shall be required to notify the end user if their inventory of brochures, newspapers, or calendars, etc. are reaching a point of need for restocking. This is to be done by e-mail when an item reaches the 50% and the 25% level.

1.4. **REPORTING REQUIREMENTS:** Contractor shall comply with the following various entities' reporting requirements: Each agency requires a varying type of report to be submitted to the individual agency as noted as follows:

1.4.1. **FOREST, PARKS AND RECREATION REPORTS –** This agency requires a monthly report that shows the starting inventory, detail of all distribution (activity date, to whom, how many, etc.) and the associated UPS charges and an ending balance. Yearly reports are required that include both detail and summary.

1.4.2. **FISH AND WILDLIFE REPORTS –** This agency requires monthly reports of inventory giving the title and number of cartons of each publication with quantity per carton noted. It also requires a report of its publications that are recycled giving the title and number of cartons with quantity per carton noted. This report usually needs to be done just at the end of the calendar year when new publications arrive to replace the old. The only exception is for publications recycled during the year.

1.4.3. **INFORMATION CENTERS REPORTS –** This agency requires a Brochure Inventory Tracking Database/Spreadsheet running inventory of title brochures and publications. This report is required by the Department of Information Centers on a bi-weekly basis. This bi-weekly distribution summary report must be kept in a compatible version of Microsoft Excel, Word or Access database. This inventory and database remains the property of the State of Vermont at all times. Contractor will be required to provide the complete database to the state upon termination of this contract. The Information Center distribution component requires bi-weekly inventory management reports for orders from the centers.

1.4.4. **SECRETARY OF STATE –** This agency requires a monthly report of inventory.

1.4.5. **OFFICE OF PURCHASING AND CONTRACTING - REPORTING PERIODS:** Quarterly reports must be submitted in accordance with the following schedule:

Reporting Period	**Report Due**
January 1 -March 31	April 15
April 1 - June 30	July 15
July 1 - September 30	October 15
October 1 - December 31	January 15

2. **Recycling:** It is estimated that there will be approximately 4 tractor trailer loads of obsolete brochures per year. The Contractor shall accumulate trailer loads of recycling which are picked up by American Paper Recycling (APR). The Contractor shall be responsible for removing obsolete brochures and recycling them. In addition, the Contractor shall return obsolete and overstocked brochures to the truck that makes the brochure deliveries. The Contractor shall restock and inventory the overstock brochures and recycle the obsolete ones. The Contractor shall be responsible for recycling annually from the warehouse cardboard, obsolete brochures, magazines, calendars etc., having them transported to a recycling center, and providing the State with a full accounting of what was recycled. The Contractor shall include in the reporting the agency and department name for whom the service was provided, title of the publication(s) or other items; quantity recycled; and the weight (in pounds) per item; and where it was recycled.

3. **WAREHOUSING AND SHIPPING**

3.1. **STORAGE:** To serve the programs of all agencies and departments currently participating, accessible storage for approximately 260 pallets of brochures and promotional literature is required with enough shelf space to access between 600 - 700 individual brochures that have been registered. Premises must be clean, dry and secure. Currently the State requires approximately 10,000 square feet for this program. However, this may increase or decrease as the need arises. The Contractor shall maintain current insurance for contents at replacement value and provide proof to the state on an annual basis.

3.2. **RECEIPT OF PALLETS, BOXES, ECT.:** Contractor shall be required to receive at various times throughout the year pallets that may contain one item or various items. There are approximately 665 unique items received each year either by pallets or individual boxes. Pallets may contain multiple items. Shipments received include individuals dropping off cases, deliveries by USPS, UPS, FedEX, and truckload quantities. Contractor shall count and enter all items into the inventory by number per stack and total quantity. Contractor shall count new inventory when it arrives at the warehouse and enter into the data base by number of brochures in 3" stacks, number of stacks in a case and number of cases received.

3.3. **DAMAGED OR MISSING ITEMS:** Contractor shall be responsible for notifying both the agency and the sender if the items received at the facility arrive damaged or substantially short of the quantity stated on the packing slip. If significant overages are received the Contractor shall contact the agency and the sender.

4. **BANDING:** While proper marking and banding of three inch bundles is requested of all Subscribers in the Vermont Information Centers Division distribution program prior to delivery to the warehouse, this expectation is not always met and contractor will be responsible to band these brochures in 3 inch bundles at no additional charge.

5. **PACKAGING AND SHIPPING:** Contractor shall package and ship via UPS (International overseas World Mail and World Freight) an average of 3-10 small packages of miscellaneous literature weekly. Seasonally more extensive shipments will be required by State departments.

6. **INTERNATIONAL SHIPMENTS:** The Contractor shall occasionally be required to prepare and assemble full pallets or multiple cartons of literature for international shipment to Canada and overseas, including individual labeling of each carton in the shipment and preparation of Customs paperwork.

7. **SHIPPING SERVICES:** The State of Vermont has a contract with UPS for shipping services at special rates. Contractor shall bill directly the specific account number for each department under the State's umbrella contract. If Contractor has a volume shipping rate that would provide savings over the State's contract rates, the State would prefer using that lower rate, in which case the contractor shall invoice department accounts internally.

8. **CASE LOT SHIPPING:** Contractor shall be responsible for daily requests received from various state agencies to ship full and assembled cases of brochures and other printed material. Contractor shall ship requests received by noon the same day.

9. **INFORMATION CENTERS IN-STATE DISTRIBUTION SERVICES:**

9.1. **IN-STATE DISTRIBUTION:** The State shall administer the qualification and registration of brochures to be distributed through the State's 18 Welcome and Information Centers. There are approximately 665 different brochures and/or magazines. Brochures from private organizations will be accepted for distribution only after approval of the State, following payment of seasonal or annual distribution fees to the State of Vermont, Department of Buildings and General Services, Information Center Division. Common Carrier Commercial Delivery Services (FedEx, UPS Carpenters, etc.) will not be used except on a limited emergency basis and not without prior approval of the agency.

9.2. **Bi-WEEKLY ORDERS:** Contractor shall receive orders every two weeks from the Information Centers by noon on Wednesdays the week before delivery. Contractor shall prepare orders on Thursday, Friday, Monday and Tuesday for delivery to the complete route on Tuesday and Wednesday. Distribution is approximately 16 pallets consisting of 800 full cases and 600 individual 3" stacks. Contractor shall enter all orders into the inventory data base. This involves as many as 1200 entries for a single distribution. The inventory data base shows the number of stacks, cases and total number of each information Center. Contractor shall update the inventory data after each delivery. Contractor shall complete annually the physical inventory.

9.2.1. Deliveries to the 18 Welcome and Information Centers will be bi-weekly throughout the year on Tuesday and Wednesday. See attached list of centers, delivery days of the week and E-911 addresses.

9.2.2. Some Centers that tend to receive smaller orders are prepared by the Contractor and sent by UPS. This is determined by the Contractor and is dependent on which type of delivery would be most cost efficient.

9.2.3. Contractor shall be required on each delivery to pick up cases or bundles of print material that the centers are returning to the warehouse for either recycling or restocking. Contractor will be required to pick up all cardboard boxes used to deliver brochures to the Information Centers and recycle them in accordance with state and federal regulations.

9.2.4. Contractor shall occasionally be required to make deliveries of materials generally by case lot to State offices in Waterbury, Montpelier or to the State Mail Center, Route 2, Middlesex.

9.2.5. Depending upon the volume of individual brochures used at each Information Center brochures will be ordered by the full case, in banded stacks three (3) inches each or shipping by bundle (25-30 magazines with strapping around them).

9.3. **BROCHURE INVENTORY TRACKING DATABASE/SPREADSHEET:** Running inventory of title brochures and publications is required by the Department of Information Centers on a bi-weekly basis. This bi-weekly distribution summary report must be kept in a version of Microsoft Excel, Word or Access database. This inventory and database remains the property of the State of Vermont at all times. Contractor shall be required to provide the complete database to the state upon termination of this contract. Contractor shall be responsible for maintaining this database and updating on a regular basis (at least twice per month) and returning an updated copy to the Brochure Coordinator for the Information Centers Division.

STATE'S RESPONSIBILITIES

1. **BILLING ACCOUNTS:** The State Agencies will provide the Contractor with appropriate billing information to include but not limited to an agency contact person, telephone number, billing address and e-mail address if applicable.
2. **SHIPPING SERVICES:** The State of Vermont has a contract with UPS for shipping services at special rates. Billing will be made directly to the specific account number for each department under the State's umbrella contract. The State will update contractor should there be a change in shipping services or providers.
3. **BI-WEEKLY ORDERS:** Order sheets for each of the facilities are unique, including brochures currently registered for that site. Bi-weekly orders for specific quantities of materials will be prepared by the local facility designated staff who have on-line capability to file orders preferably through a web-based system. Alternative order systems, via fax or e-mail will be considered.
4. **APPROVED SUBSCRIBERS:** An Microsoft (MS) Access database of approved subscribers including designation of facilities to receive the brochures will be provided by the State of Vermont. Distribution records for additional subscribers will be regularly supplied by the State to be appended to the database by the Contractor. The registration year for all of the brochures runs from 5/1 - 4/30. New registration forms are sent out on March 1 of each year by the Brochure Program Manager to give businesses time to sign up and get their brochures to the warehouse so there is no lapse in time for distribution. Subscribers' expired registrations will become inactive and will not be included on order forms until renewal is confirmed by the State. This database and the data are the property of the State of Vermont. This database must be updated every other week after deliveries are made.

STORAGE, FULFILLMENT AND DISTRIBUTION
ATTACHMENT B: PAYMENT PROVISIONS

Contract #30970
May 1, 2016

Invoices will include a breakdown of services as described below. The Contractor shall invoice monthly the appropriate agency or department of the State of Vermont for services provided under this contract.

The Contractor shall invoice separately each month the appropriate agency or department of the State of Vermont for reimbursement of First Class and Parcel Postage payments to the USPS. This postage cost will not be applied against the cost for services provided under this contract.

Administrative fees

- Information Centers Division - $850.00 Monthly
- Department of Tourism: $100.00
- Fish and Wildlife - $100.00
- Other Agencies - $100.00

Warehousing and Mailing Services

Per standard pallet, per month warehousing fee: $9.85

Charges for receiving shipment, per pallet (pallets may have multiple items): $10.00

Charges for receiving shipment, per case lot: $.85

Charges for assembling, labeling and handling small package shipping, per package: $5.00

Charges for setting up, labeling and handling shipment of unopened case lots, per case: $3.50

Charges for setting up and handling (including Customs paperwork) for international/overseas shipment per carton for full cases: $7.00

Charges for setting up and handling (including Customs paperwork) for international/overseas shipment per carton for assembled cases: $8.50

Charges for setting up and handling (including Customs paperwork) for international/overseas shipment of full pallets, per pallet: $40.00

Charges for setting up and handling (including Customs paperwork) for international/overseas shipment of full assembled pallets, per pallet: $75.00

Charges for setting up and handling for shipment by common carrier of full pallets, per pallet: $10.00

Charges for setting up and handling for shipment by common carrier of assembled pallets, per pallet: $50.00

Charges for stuffing, handling, labeling and mailing standard three-piece packet, per packet: $.70

Charges for stuffing, handling, labeling and mailing standard four-piece packet, per packet: .80

Charges for each additional, custom insertion, per packet: $.10

Charge for banding of three-inch bundles in house, per bundle: $.0

INFORMATION CENTER DELIVERIES

- Cost for collecting orders (orders may be faxed, e-mail or processed by an on-line ordering system. (per order): $0.00
- Cost for preparation of shipment (pick, pack and load truck) (does not including delivery charges) to the 18 facilities every other week: cost is based on a per week fee - $2,600.00 to be billed by number of Monday's in a month.
- Cost for delivery to all 18 facilities: per trip cost (trip includes delivery to all 18 facilities every other week) to include back hauling out of date brochures for recycling or restocking: $1,800.00
- Cost for an additional individual drop of brochures at State Offices in Montpelier: $35.00, Middlesex: $45.00 or Waterbury: $55.00 on the scheduled delivery through that area.
- Cost of banding of three-inch bundles in house, per bundle - $0.00

Welcome & Information Centers
Delivery Schedules

Tuesday Delivery Schedule

Bradford Information Center
PO Box 722, Bradford VT 05033
Tel: 802-222-5029 or
BNBI91I.center@vermont.gov

Capital Region Visitors Center
134 State Street, Montpelier, VT 05633
Tel: 802-828-5981 or
cri.center@vermont.gov

Derby Line Welcome Center
PO Box 907, Derby Line VT 05830
Tel: 802-873-3311 or
DI91W.center@vermont.gov

Hartford Southbound Information Center
134 State Street, Montpelier, VT 05633
Tel: 802-296-2397 or
HSBI91I.center@vermont.gov

Lyndonville Information Center
PO Box 273, Lyndonville VT 05851
Tel: 802-626-9669 or
LSBI91I.center@vermont.gov

Randolph Southbound Information Center
I-89 Southbound, Randolph, VT 05060
Tel: 802-728-7074 or
RSBI89I.center@vermont.gov

Sharon Northbound Welcome Center
PO Box 331, Sharon, VT 05065
Tel: **802-281-5216 or**
SNBI89I.center@vermont.gov

Southeastern Vermont Welcome Center
PO Box 1000, Brattleboro, VT 05302
Gi91w.center@vermont.gov

White River Junction Information Center
100 Railroad Row
White River Junction, VT 05001
info@hartfordvtchamber.com

Waterford Welcome Center
c/o 65 Sutton Road, Wheelock VT 05851
Tel: 802-751-0472 or
WI93W.center@vermont.gov

P & H Truck Stop
2886 Route 302
Wells River, VT 05081
Tel: 802-222-5029 or
BNBI91I.center@vermont.gov

Wednesday Delivery Schedule

Alburgh Welcome Center
70 Route 2, North Main Street,
Alburgh, VT 05440
Tel: 802-796-3980
oraw.center@vermont.gov

Bennington Welcome Center
100 Route 279
Bennington, VT 05201
Tel: 802-447-2456
Bgs.gbsicbenn@vermont.gov

Fair Haven Welcome Center
PO Box 186, Fair Haven, VT 05743
Tel: 802-265-4763 or
fw.center@vermont.gov

Georgia Northbound Information Center
I-89 Northbound, Georgia VT 05478
Tel: 802-527-4053 or
gnbi89i.center@vermont.gov

Georgia Southbound Information Center
I-89 Southbound, Georgia, VT 05478
Tel: 802-524-0018 or
gsbi89i.center@vermont.gov

Williston Northbound Information Center
c/o Lake Champlain Chamber of Commerce
60 Main Street, Suite 100
Burlington, VT 05401
Wnbi89i.center@vermont.gov

Williston Southbound Information Center
c/o Lake Champlain Chamber of Commerce
60 Main Street, Suite 100
Burlington, VT 05401
Wsbi89i.center@vermont.gov

Welcome & Information Centers
Address (E-911)

BUILDING		*ADDRESS (E-911)*
Alburgh Welcome Center		70 Route 2 North Main St.
Bennington		100 Route 279 East, Bennington, Vermont
Bradford Information Center		I-91 Northbound, Mile Marker 100
Derby Welcome Center		1076 Route I-91 Southbound Mile Marker 177
Fair Haven Welcome Center		47098 Prospect St (Rt 4) near Mile Marker 1
Guilford Welcome Center		1235 Broad Brook Rd., Mile Marker 5
Georgia North Information Center		5200 Route 89 North, Mile Marker 110
Georgia South Information Center		5800 Route 89 South, Mile Marker 111
Hartford South Information Center		I-91 Southbound Mile Marker 68.2
Lyndon Information Center		I-91 Southbound, Mile Marker 141
Capital Region Information Center		134 State St. Montpelier
Randolph South Information Center		I-89 Southbound Mile Marker 33.5
Sharon North Information Center		I-89 Northbound Mile Marker 10
Waterford Welcome Center		1270 I-93 Northbound Mile Marker 1
White River Junction Visitor Center		100 Railroad Way
Williston North Information Center		I-89 Northbound Mile Marker 82
Williston South Information Center		I-89 Southbound Mile Marker 83
PP&H Truck Stop		I91 exit 17 Wells River

STATE OF VERMONT
CONTRACT AMENDMENT

CONTRACTOR: Maxham Warehousing Co.

CONTRACT #: 30970

CONTRACT AMENDMENT #: 1

SUBJECT: Call Center & Fulfillment for the Vermont Department of Tourism

Contract #30970, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Maxham Warehousing Co. is amended as follows:

1. **Maximum Amount.** The maximum amount payable under this contract, wherever such references to the maximum amount appear in said contract shall be changed from $ 800,000.00 to $872,000.00. An increase amount of $72,000.00

2. **Attachment A, Scope of Work.** The Scope of Services, is hereby modified by the addition of the following:

   A. Maxham shall provide Vermont Department of Tourism and Marketing with the following services:

   - Maxham Warehousing shall answer calls to 1-800-VERMONT on behalf of the Vermont Department of Tourism and Marketing Monday – Friday (excluding holidays) between the hours of 8:30am – 4:30pm.

   - Maxham Warehousing shall complete the "Request for Information" form which is housed on www.VermontVacation.com when a caller requests a travel package.

   - Maxham Warehousing shall report any technical issues experienced or relayed to the operator by callers of 1-800-VERMONT directly to the Department of Tourism.

   - Maxham Warehousing shall provide callers with non-objective statewide travel information when requested.

   - Maxham Warehousing operators shall complete the Vermont Ambassadors program operated by the Vermont Department of Tourism and Marketing.

   - Maxham Warehousing shall maintain two phone lines dedicated to 1-800-VERMONT.

   - Maxham Warehousing shall download daily information packet requests from the Vermont Department of Tourism and Marketing's database.

- Maxham Warehousing shall print mailing labels supplied by the Vermont Department of Tourism and Marketing.

- Maxham Warehousing shall pick and pack travel materials based on the consumer order.

- Maxham Warehousing shall ship individual travel packets directly to consumers.

- Maxham Warehousing shall ship bulk orders of materials that are submitted using the on-line form located on VermontVacation.com by consumers directly and by Maxham operator taking bulk requests over the phone. This immediately generates an e-mail that goes to the Vermont Chamber of Commerce and VDTM simultaneously. The chamber fulfills requests for VT State Highway Maps and Vacation Guides of 10 or more copies. VDTM will forward all remaining requests to Maxham via e-mail to fulfill.

- Maxham Warehousing shall ship to Discover New England Leads which will be provided directly by the Vermont Department of Tourism and Marketing.

- Maxham Warehousing shall ship to Vermont Campground Association leads which will be provided directly by the Vermont Department of Tourism and Marketing.

B. The Vermont Department of Tourism and Marketing (VDTM) will be responsible for the following:

- VDTM shall transition the 1-800-VERMONT number to Maxham Warehousing

- VDTM shall maintain the expenses of the 1-800-VERMONT system.

- VDTM shall manage the automated prompts for 1-800-VERMONT.

- VDTM shall manage the online forms needed to order a Vermont information package for callers.

- VDTM shall provide necessary training for Maxham Warehousing Staff.

- VDTM shall provide Maxham with mailing labels and envelopes for mailing.

- VDTM shall maintain the request for information form and database.

- VDTM shall determine the materials that will be included in individual travel packages.

- VDTM shall maintain an account with the United States Postal Service for package mailing.

3. **Attachment B, Payment Provisions.** The payment provisions of this Contract are amended as follows:

   - Description: Monthly service fee: $6,000.00
   - Upon full payment by the State, all products of the Contractor's (Maxham) and any subcontractor's work including, but not limited to outlines, reports, charts, collateral materials, databases, plans, specifications, estimates, computer programs, or similar documents become the sole property of the State of Vermont and may not be copyrighted or resold by the Contractor or any subcontractor. The State of Vermont shall retain all rights in such documents of every kind, nature and description, including, but not limited to: (1) the right to secure copyright thereon anywhere throughout the world, in the State's name or otherwise; (2) any and all publication rights therein, in whatever form; (3) the right to use, license, display, modify, adapt, reproduce, distribute, exploit, sell or otherwise dispose thereof in any manner and for any purpose the State sees fit; and (4) any and all subsidiary rights therein. This subsection does not apply to a third party's intellectual property separately licensed and included as a constituent part of a product of Contractor's or subcontractor's work.
   -

4. **Attachment C:** Attachment C: Standard State Contract Provisions for Contracts and Grants dated 07/01/2016 *see attached*, which supersedes all prior versions of Attachment C.

5. **Taxes Due to the State.** Contractor further 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.

6. **Certification Regarding Suspension or Disbarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

7. **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.

All other terms and conditions of this Contract not hereby amended shall remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this 1st amendment to Contract # 30970 in its entirety and agrees to be bound by the provisions enumerated therein.

STATE OF VERMONT	CONTRACTOR
By: e-Signed by Michael J. Obuchowski on 2016-08-24 21:40:19 GMT	By:
Name: Michael J. Obuchowski	Name: John Mosse
Title: Commissioner	Title: Pres.
Date:	Date: 8/16/16

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016

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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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 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. 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. 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.

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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

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 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.

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 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.

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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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. 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.

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

25. 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.

26. 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.

27. 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.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

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. **No Implied Waiver of Remedies:** A 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.

29. 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.

30. 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.

31. 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.

32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)