

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 Brochure Distribution, with a principal place of business in Burlington, VT (the "Contractor") that the contract between them originally dated as of May 1, 2023, Contract #45617, 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:

The table in Attachment A, Section 1.a. shall be revised by deletion of the column 'Historic Sites'.

The following table shall be added to Attachment A, Section 1.a.:

**Historic Sites May-September Distribution**

Region	# of Brochure Locations in each Region	Distribution Months
A1 – Greater Burlington (Tourist Brochures)	69	May - September
A2 – Greater Burlington (Regional Publications)	52	May - September
A3 – Stowe / Waterbury Ctr	41	May - September
A4 – Sugarbush / Waterbury / Mad River Valley	40	May - September
A5 – Smuggler’s Notch / Rt. 15	22	May - September
A6 – Grand Isle / St. Albans	33	May - September
A7 – Jay / Newport	41	May - September
A8 – Northeast Kingdom / St. Johnsbury	36	May - September
B1 – Montpelier / Barre	33	May - September
B2 – Middlebury / Vergennes	34	May - September
B3 – South Addison County	31	May - September
C1 – Killington / Mendon / Rutland	60	May - September
C2 – White R Jct. / Woodstock / Queechee	53	May - September

C3 – Okemo / Ludlow / Bridgewater	31	May - September
D1 – Lebanon / Hanover, NH	24	May - September
E1 – Plattsburgh / Ausable, NY	36	May - September
E2 – Lake Placid / Saranac Lake, NY	57	May - September
E3 – Tupper Lake Region, NY	35	May - September
E4 – Ticonderoga / Crown Pt. / Schroon Lake, NY	53	May - September
ESL1 – Burlington International Airport	n/a	May - September
ESL4 – On Lake Champlain Ferries	n/a	May - September
ESL7 – Ferry Docks Package	n/a	May - September

<b>Total Distribution Cost</b>	<b>\$5,500</b>
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- II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C (revised 12/7/2023) attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

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

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

This document consists of 4 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

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:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings and  
General Services

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 7, 2023**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**

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 Brochure Distribution, with a principal place of business in Burlington, VT (the "Contractor") that the contract between them originally dated as of May 1, 2023, Contract #45617, 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:

The following table shall be added to Attachment A, Section 1.:

**Department of Forest Parks and Receptions December – May Distribution**

<b>Region</b>	<b># of Brochure Locations in each Region</b>	<b>Distribution Months</b>
A1 – Greater Burlington (Tourist Brochures)	69	December-May
A6 – Grand Isle / St. Albans	33	December-May
A7 – Jay / Newport	41	December-May
B1 – Montpelier / Barre	33	December-May
B2 – Middlebury / Vergennes	34	December-May
B3 – South Addison County	31	December-May
ESL1 – Burlington International Airport	3	December-May
<b>Total Distribution Cost</b>		<b>\$2,010</b>

II. Attachment B, Payment Provisions. The payment provisions is hereby amended to include the following:

7. PAYMENT SCHEDULE, Department of Forest Parks and Recreations December – May Distribution:

January 1 <sup>st</sup>	\$670.00
March 1 <sup>st</sup>	\$670.00
May 1 <sup>st</sup>	\$670.00

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. 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:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

**Title:** 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, Office of Purchasing and Contracting (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 May 1, 2023, Contract #45617, 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:

The following services are hereby added to Attachment A:

Rack Card Route #1

Region(s)	# of Distribution Locations	# of Months	Total Price per type of Card/Brochure
C2. White R. Jct./Woodstock/ Quechee	53	5	\$500.00
D1. Lebanon/Hanover, NH	24	5	

Rack Card Route #2

Region(s)	# of Distribution Locations	# of Months	Total Price per type of Card/Brochure
E4. Fort Ticonderoga/Crown Point/Schooner Lake, NY	53	5	\$250.00

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>



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

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:** Jennifer M.V. Fitch

**Name:** \_\_\_\_\_

**Title:** Commissioner - Buildings and  
General Services

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services, (hereinafter called “State”), and PP&D Brochure Distribution, with a principal place of business in Burlington, VT, (hereinafter called “Contractor”). Contractor’s form of business organization is a corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of Brochure Distribution. Detailed requirements to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$100,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on May 1, 2023 and end on April 30, 2025 with an option to renew for up to two additional twelve-month periods.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 10 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

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

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jennifer M.V. Fitch

Name: \_\_\_\_\_

Title: Commissioner - Buildings and  
General Services

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide:

1. BROCHURE DISTRIBUTION

- a. Contractor shall distribute brochures and other publications to the Contractor’s brochure rack locations at the rates and in the regions specified for each Department as shown in the following table:

**Historic Sites and Department of Forests, Parks, and Recreation Pricing**

County / Region	# of Brochure Locations in each County	Monthly Distribution Fee	Department of Forests, Parks, and Recreation	Historic Sites
Addison	65	\$160.00	X	
Caledonia	33	\$90.00		
Chittenden	75	\$210.00	X	X
Franklin	12	\$50.00		
Grand Isle	30	\$50.00	X	
Lamoille	54	\$170.00		
Orleans	43	\$80.00	X	
Rutland	59	\$110.00		
Washington	83	\$170.00	X	X
Windsor	83	\$170.00		X
<b>Approximate Monthly Fee</b>			<b>\$670.00</b>	<b>\$550.00</b>

- b. Distribution services shall be active for each division for the following periods each year:
  - i. Department of Forests, Parks, and Recreation – June through September
  - ii. Historic Sites – May through September

**Department of Liquor and Lottery - 802 Spirits Magazine Pricing**

County / Region	# of Magazine Locations in each County	Monthly Distribution Fee	Department of Liquor and Lottery
Addison	70	\$160.00	X
Caledonia	33	\$90.00	X
Chittenden	124	\$340.00	X
Franklin	19	\$50.00	X
Grand Isle	38	\$50.00	X
Lamoille	72	\$170.00	X
Orleans	45	\$80.00	X
Rutland	60	\$110.00	X
Washington	85	\$170.00	X
Windsor	87	\$170.00	X
<b>Approximate Monthly Fee</b>			<b>\$1,390.00</b>

- c. Contractor shall re-stock brochure locations each month as needed.
- d. Department of Liquor and Lottery requirements
  - i. Distribution services shall be active year-round for the Department of Liquor and Lottery.
  - ii. Contractor shall distribute 802 Spirits magazines to locations and in quantities as specified by the Department.
  - iii. Contractor shall distribute 802 Spirits magazines by the first of the month for each monthly issue.
  - iv. Contractor shall replenish stock in all locations as needed.
  - v. The Department may conduct periodic spot checks to ensure the Contractor is complying with these requirements.
  - vi. The Department shall ship the magazine to the Contractor's location monthly at least ten (10) days prior to magazine date.

- vii. The boxed magazines provided by the Department to the Contractor shall not exceed forty (40) pounds. The quantity per box & title of brochure shall be clearly labeled on the outside of each box.

## 2. ADMINISTRATIVE SERVICES

- a. Contractor shall maintain separate billing accounts and shipment verification for each participating department, including program or project reference codes as required by each department.
- b. Monthly Reports
  - i. Contractor shall provide the following monthly reports to Historic Sites and the Department of Forests, Parks, and Recreation:
    - a. Beginning Stock Quantity
    - b. Fulfilled Orders
    - c. Received Shipment
    - d. Ending Stock Quantity

## 3. STORAGE AND WAREHOUSING

- a. Storage
  - i. Contractor shall provide accessible storage for each Department's brochures or other publications. The premises must be clean, dry, and secure.
- b. Receiving
  - i. Contractor shall receive shipments at various times throughout the year that may contain one item or various items. Shipments received include individuals dropping off cases, deliveries by USPS, UPS, FEDEX, and truckload quantities on pallets.
  - ii. Contractor shall count new inventory when it arrives at the warehouse and enter into the database the title, number of cartons of each publication with the quantity per carton received.
- c. Damaged Or Missing Items
  - i. Contractor shall be responsible for notifying the Department and the sender if the items received at the facility arrive damaged or short of the quantity stated on the packing slip. If significant overages are received the contractor shall contact the Department and the sender.
- d. Recycling
  - i. The Contractor is responsible for recycling on an annual basis, including everything from the warehouse cardboard, obsolete materials, etc. and have them transported to a recycling center.
  - ii. The Contractor shall provide the department with a full accounting of what was recycled to include name or title of publication; and how much was recycled. The State will not pay storage fees for materials destined for recycling.

iii. The Contractor shall invoice each Department for administration of the recycling services as follows:

1. Recycling cost + 10%

4. AS NEEDED PICK, PACK, AND SHIP FULFILLMENT

- a. Shipment requests to specified addresses shall be communicated to the Contractor via email on an as needed basis.
- b. The cost for as needed shipping services shall be as follows:

Service Requirement	Unit of Measure	Cost
Shipping Fulfillment Fee (includes picking materials [if needed], packing, and shipping) - does not include cost of shipping	Per Package	\$5.00
Hand-delivery Fulfillment Fee (includes picking materials [if needed], packing, and delivery) – Cost shall be quoted at time of request	Per Package	\$5.00 – 25.00 [Quote at time of request]
International Fulfillment Fee (includes picking materials [if needed], packing, and shipping) - does not include cost of shipping	Per Package	\$25.00

- c. Shipping Services
  - i. The State of Vermont has contracts with third-party carriers for ground shipping services at special rates which is to be used for the as needed shipping services. 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 Contractor shall use the lower rate, in which case the contractor shall invoice department accounts internally.
- d. International Shipments
  - i. Upon request, the Contractor shall prepare and assemble shipments of publications for international shipment to Canada, including individual labeling of each carton in the shipment and preparation of customs paperwork.

5. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.

6. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of



all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
  - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
7. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
  8. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
  9. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
  10. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. ***For the Contractor:***

Name: Bill Orleans  
Phone: 802-862-4366  
Email: [bill@ppdbrochure.com](mailto:bill@ppdbrochure.com)

f. ***For the State:***

Name: State of Vermont, Kyle Emerson  
Address: 133 State Street, Montpelier, VT 05633-8000  
Phone: 802-249-7394  
Fax: 802-828-2222  
Email: [kyle.emerson@vermont.gov](mailto:kyle.emerson@vermont.gov)

## 11. 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 actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to:

Department of Forests, Parks, and Recreation  
Rochelle Skinner  
[rochelle.skinner@vermont.gov](mailto:rochelle.skinner@vermont.gov)

Department of Liquor and Lottery  
Attn: Tom Remp  
Vermont Department of Liquor and Lottery  
1311 US Route 302, Suite 100  
Barre, VT 05641

Historic Sites  
[accd.accountspayable@vermont.gov](mailto:accd.accountspayable@vermont.gov)

6. Following performance of the services each as specified in Attachment A, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**