

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and ConServ Flag Company, with a principal place of business in Sidney, NE (the "Contractor") that the contract between them originally dated as of July 1, 2021, Contract #42246, 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 June 30, 2024 to June 30, 2025. The Contract may be renewed for one additional one-year period at the discretion of the State.
- II. **Attachment A, Scope of Services.** The scope of services is amended as follows:

Section 1-51 of Attachment A is amended by the change of the following requirements below.

1. Flag, State of Vermont, 5' x 8' Outdoor Mfr. Flag Zone #NY58VT – \$69.71/ea.
2. Flag, United States, 5' x 8' Outdoor, Mfr. Flag Zone #NY58US – \$45.14/ea.
3. Flag, State of Vermont, 3' x 5', Outdoor, Mfr. Flag Zone #NY35VT– \$42.53/ea.
4. Flag, United States 3' x 5', Outdoor, Mfr. Flag Zone #NY35US, – \$24.44/ea.
5. Flag, State of Vermont, Miniature Desk Top 4" x 6", Rayon on 10" x 3/16" black or gold staff, black or gold 2-1/2" Plastic Base, All Weather, Mfr. Flag Zone– \$5.03/ea.
6. Flag, United States, 4' x 6' Outdoor, Mfr. Flag Zone #NY46US– \$34.79/ea.
7. Flag, State of Vermont, 4' x 6', Outdoor, Mfr. Flag Zone #NY46VT. – \$49.02/ea.
8. Flag, State of Vermont, 3' x 5', Indoor, w/2pole staff, stand and fringed. Pole can be either wood or Metal, Mfr. Flag Zone 35PresetVT. – \$205.71/ea.
9. Flag, United States, 3' x 5', Indoor w/pole, Stand and Fringed, Mfr. Flag Zone #35PresetUS– \$205.71/ea.
10. Flag, United States Miniature Desk Top, 4" x 6" Rayon on 10" x 1/16" black or gold staff, black or gold 2-1/2" plastic base, all weather, Mfr. Flag Zone– \$5.04/ea.
11. Bases for 4" x 6" Vermont or United State Flags, Plastic, Black or Gold, Mfr. Flag Zone– \$2.44/ea.
12. Flag – POW-MIA, 5' x 8' Outdoor, Double Sided, Mfr. Flag Zone #POW58D– \$95.59/ea.
13. Flag – POW-MIA, 4' x 6' Outdoor, Double Sided, Mfr. Flag Zone #POW46D– \$61.96/ea.
14. Flag – POW-MIA, 3' x 5' Outdoor, Double Sided, Mfr. Flag Zone #POW35D– \$54.19/ea.
15. Flag, POW-MIA, 3' x 5' x Outdoor, Single Sided, Mfr. Flag Zone #POW35S. – \$36.08/ea.
16. Banner, Blue Star Service 8" x 5" Nylon Crossbar, Gold Cord & Tassel, All Weather, Mfr. Flag Zone. – \$30.91/ea.
17. Flag, Military, U.S. Army, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #ARMY46. – \$55.23/ea.

18. Flag, Military, U.S. Army, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #ARMY35. – \$37.37/ea.
19. Flag, Military, U.S. Navy, Flag, Military, U.S. Navy, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #NAVY46. – \$55.23/ea.
20. Flag, Military, U.S. Navy, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #NAVY35– \$37.37/ea.
21. Flag, Military, United States Marine Corp., 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #MARINE46. – \$55.23/ea.
22. Flag, Military, United States Marine Corp., 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #MARINE35– \$37.37/ea.
23. Flag, Military, U.S. Coast Guard, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #COAST46– \$55.23/ea.
24. Flag, Military, U.S. Coast Guard, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #COAST35– \$37.37/ea.
25. Flag, Military, U.S. Air Force, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #AIR46. – \$55.23/ea.
26. Flag, Military, U.S. Air Force, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Blain Edge, Mfr. Flag Zone #AIR35– \$37.37/ea.
27. Flag, United States, 4' x 6', 2-ply woven polyester with sewn strips, Embroidered Stars and Fully Hemmed with Additional Reinforced stitching on the Fly End for Support and Longevity, Flags are finished with a white canvas heading and two brass grommets Mfr. Flag Zone #POLY46US –\$38.68/ea.
28. Flag, State of Vermont, 4' x 6', 2-ply Woven polyester, flag shall be Blue with the Coat of Arms of the State Screen Printed there. Fully Hemmed with additional Reinforced stitching on the Fly end for Support and Longevity, Flags are Finished with a White canvas heading and two brass grommets, Mfr. Flag Zone #POLY46VT– \$73.60/ea.
29. Flag, State of Vermont 3' x 5', 2 ply poly, Mfr. Flag Zone #POLY35VT - \$54.19/ea.
30. Flag, United States, 3' x 5', 2 Ply Poly, Mfr. Flag Zone #POLY35US. – \$34.79/ea.
31. Flag, POW-MIA, 3' x 5' 2 Ply Poly Double Sided, Mfr. Flag Zone #POW35POLY - \$71.01/ea.
32. VT Battle Flag 3' x 5' (CUSTOM) Mfr. Flag Zone #CUSTOM-VTBATTLE– \$205.55/ea.
33. Army Flag Pole Hem 3' x 5' PH Mfr. Flag Zone #ARMY35PH – \$64.54/ea.
34. Army National Flag 3' x 5' PH Mfr. Flag Zone #ARMYNATIONAL35PH - \$64.54/ea.
35. POW Double, 3' x 5' PH, Mfr. Flag Zone #POW35D-PH - \$86.54/ea.
36. US Flag Grommets 5' x 8' Mfr. Flag Zone #NY58US – \$64.54/ea.
37. US Presentation Army Spear 3' x 5', Mfr. Flag Zone #35PRESETUSSPEAR - \$231.44/ea.
38. Vermont, Preset Army Spear 3' x 5', Mfr. Flag Zone #35PRESETVTSPEAR– \$231.44/ea.
39. Army Preset Army Spear 3' x 5', Mfr. Flag Zone #35PRESETARMY – \$231.44/ea.
40. Silver General Stand, Mfr. Flag Zone #GENERAL STANDS – \$48.90/ea.

41. Wall Mount & Bracket 5' x 1", Mfr. Flag Zone #5x1WALLMOUNTW/BRACKET- \$52.90/ea.
42. Flag, Canadian 3' x 5' Outdoor, Mfr. Flag Zone #UN 193 - \$55.49/ea.
43. Battle of Bennington Flag, Outdoor Flag, 3' x 5' Mfr. Flag Zone #060680 - \$55.49/ea.
44. Battle of Bennington Flag, Outdoor Flag, 4' x 6', Mfr. Flag Zone #060681- \$76.19/ea.
45. Battle of Bennington Flag, Outdoor Flag, 5'x8', Mfr. Flag Zone #060682 - \$100.77/ea.
46. Green Mountain Boys Flag, Outdoor Flag, 3' x 5', Mfr. Flag Zone #060570 - \$55.49/ea.
47. Green Mountain Boys Flag, Outdoor Flag, 4' x 6', Mfr. Flag Zone #GreenMountain46 - \$121.47/ea.
48. Green Mountain Boys, Flag, Outdoor Flag, 5' x 8', Mfr. Flag Zone - \$208.15/ea.
49. Honor and Remember Flag, Outdoor Flag, 3' x 5', Mfr. Flag Zone #070475 -\$64.54/ea.
50. Honor and Remember Flag, Outdoor Flag 4' x 6', Mfr. Flag Zone #3014 - \$82.26/ea.
51. Honor and Remember Flag, Outdoor Flag 5' x 8', Mfr. Flag Zone #Custom - \$208.15/ea.

III. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 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 5 pages. Except as modified by this Amendment No. 02 all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT

CONSERV FLAG COMPANY

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 & General Services (the "State") and ConServ Flag Company, with a principal place of business in Sidney, NE (the "Contractor") that the contract between them originally dated as of July 1, 2021, Contract # 42246, 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 \$20,000.00 to \$30,000.00, representing an increase of \$10,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2023 to June 30, 2024. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- III. **Attachment A, Scope of Services.** The scope of services is amended as follows:

Section 1-51 of Attachment A is amended by the change of the following requirements below.

1. Flag, State of Vermont, 5' x 8' Outdoor Mfr. Flag Zone #NY58VT – \$67.36/ea.
2. Flag, United States, 5' x 8' Outdoor, Mfr. Flag Zone #NY58US – \$43.61/ea.
3. Flag, State of Vermont, 3' x 5', Outdoor, Mfr. Flag Zone #NY35VT– \$34.86/ea.
4. Flag, United States 3' x 5', Outdoor, Mfr. Flag Zone #NY35US, – \$23.61/ea.
5. Flag, State of Vermont, Miniature Desk Top 4" x 6", Rayon on 10" x 3/16" black or gold staff, black or gold 2-1/2" Plastic Base, All Weather, Mfr. Flag Zone– \$4.86/ea.
6. Flag, United States, 4' x 6' Outdoor, Mfr. Flag Zone #NY46US– \$33.61/ea.
7. Flag, State of Vermont, 4' x 6', Outdoor, Mfr. Flag Zone #NY46VT. – \$47.36/ea.
8. Flag, State of Vermont, 3' x 5', Indoor, w/2pole staff, stand and fringed. Pole can be either wood or Metal, Mfr. Flag Zone 35PresetVT. – \$198.75/ea.
9. Flag, United States, 3' x 5', Indoor w/pole, Stand and Fringed, Mfr. Flag Zone #35PresetUS– \$198.75/ea.
10. Flag, United States Miniature Desk Top, 4" x 6" Rayon on 10" x 1/16" black or gold staff, black or gold 2-1/2" plastic base, all weather, Mfr. Flag Zone– \$4.87/ea.
11. Bases for 4" x 6" Vermont or United State Flags, Plastic, Black or Gold, Mfr. Flag Zone– \$2.36/ea.
12. Flag – POW-MIA, 5' x 8' Outdoor, Double Sided, Mfr. Flag Zone #POW58D– \$92.36/ea.
13. Flag – POW-MIA, 4' x 6' Outdoor, Double Sided, Mfr. Flag Zone #POW46D– \$59.86/ea.
14. Flag – POW-MIA, 3' x 5' Outdoor, Double Sided, Mfr. Flag Zone #POW35D– \$52.36/ea.
15. Flag, POW-MIA, 3' x 5' x Outdoor, Single Sided, Mfr. Flag Zone #POW35S. – \$34.86/ea.

16. Banner, Blue Star Service 8" x 5" Nylon Crossbar, Gold Cord & Tassel, All Weather, Mfr. Flag Zone. – \$29.86/ea.
17. Flag, Military, U.S. Army, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #ARMY46. – \$53.36/ea.
18. Flag, Military, U.S. Army, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #ARMY35. – \$36.11/ea.
19. Flag, Military, U.S. Navy, Flag, Military, U.S. Navy, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #NAVY46. – \$53.36/ea.
20. Flag, Military, U.S. Navy, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #NAVY35– \$36.11/ea.
21. Flag, Military, United States Marine Corp., 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #MARINE46. – \$53.36/ea.
22. Flag, Military, United States Marine Corp., 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #MARINE35– \$36.11/ea.
23. Flag, Military, U.S. Coast Guard, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #COAST46– \$53.36/ea.
24. Flag, Military, U.S. Coast Guard, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #COAST35– \$36.11/ea.
25. Flag, Military, U.S. Air Force, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #AIR46. – \$52.36/ea.
26. Flag, Military, U.S. Air Force, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #AIR35– \$36.11/ea.
27. Flag, United States, 4' x 6', 2-ply woven polyester with sewn strips, Embroidered Stars and Fully Hemmed with Additional Reinforced stitching on the Fly End for Support and Longevity, Flags are finished with a white canvas heading and two brass grommets Mfr. Flag Zone #POLY46US –\$37.37/ea.
28. Flag, State of Vermont, 4' x 6', 2-ply Woven polyester, flag shall be Blue with the Coat of Arms of the State Screen Printed there. Fully Hemmed with additional Reinforced stitching on the Fly end for Support and Longevity, Flags are Finished with a White canvas heading and two brass grommets, Mfr. Flag Zone #POLY46VT– \$71.11/ea.
29. Flag, State of Vermont 3' x 5', 2 ply poly, Mfr. Flag Zone #POLY35VT - \$52.36/ea.
30. Flag, United States, 3' x 5', 2 Ply Poly, Mfr. Flag Zone #POLY35US. – \$33.61/ea.
31. Flag, POW-MIA, 3' x 5' 2 Ply Poly Double Sided, Mfr. Flag Zone #POW35POLY - \$68.61/ea.
32. VT Battle Flag 3' x 5' (CUSTOM) Mfr. Flag Zone #CUSTOM-VTBATTLE– \$198.60/ea.
33. Army Flag Pole Hem 3' x 5' PH Mfr. Flag Zone #ARMY35PH – \$62.36/ea.
34. Army National Flag 3' x 5' PH Mfr. Flag Zone #ARMYNATIONAL35PH - \$62.36/ea.
35. POW Double, 3' x 5' PH, Mfr. Flag Zone #POW35D-PH - \$83.61/ea.
36. US Flag Grommets 5' x 8' Mfr. Flag Zone #NY58US – \$62.36/ea.

37. US Presentation Army Spear 3' x 5', Mfr. Flag Zone #35PRESETUSSPEAR - \$223.61/ea.
38. Vermont, Preset Army Spear 3' x 5', Mfr. Flag Zone #35PRESETVTSPEAR– \$223.61/ea.
39. Army Preset Army Spear 3' x 5', Mfr. Flag Zone #35PRESETARMY – \$223.61/ea.
40. Silver General Stand, Mfr. Flag Zone #GENERAL STANDS – \$47.25/ea.
41. Wall Mount & Bracket 5' x 1", Mfr. Flag Zone #5x1WALLMOUNTW/BRACKET– \$51.11/ea.
42. Flag, Canadian 3' x 5' Outdoor, Mfr. Flag Zone #UN 193 – \$53.61/ea.
43. Battle of Bennington Flag, Outdoor Flag, 3' x 5' Mfr. Flag Zone #060680 – \$53.61/ea.
44. Battle of Bennington Flag, Outdoor Flag, 4' x 6', Mfr. Flag Zone #060681– \$73.61/ea.
45. Battle of Bennington Flag, Outdoor Flag, 5'x8', Mfr. Flag Zone #060682 - \$97.36/ea.
46. Green Mountain Boys Flag, Outdoor Flag, 3' x 5', Mfr. Flag Zone #060570 – \$53.61/ea.
47. Green Mountain Boys Flag, Outdoor Flag, 4' x 6', Mfr. Flag Zone #GreenMountain46 – \$117.36/ea.
48. Green Mountain Boys, Flag, Outdoor Flag, 5' x 8', Mfr. Flag Zone - \$201.11/ea.
49. Honor and Remember Flag, Outdoor Flag, 3' x 5', Mfr. Flag Zone #070475 –\$62.36/ea.
50. Honor and Remember Flag, Outdoor Flag 4' x 6', Mfr. Flag Zone #3014 - \$79.86/ea.
51. Honor and Remember Flag, Outdoor Flag 5' x 8', Mfr. Flag Zone #Custom - \$201.11/ea.

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. 01, 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

CONSERV FLAG COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STANDARD CONTACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings & General Services (hereinafter called “State”), and ConServ Flag Company, with a principal place of business in Sidney, NE, (hereinafter called “Contractor”). Contractor’s form of business organization is incorporated. 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 Flags US VT MIL POW-MIA. 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 \$20,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on July 1, 2021 and end on June 30, 2021 with the option to renew for up to two additional one year 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 9 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 Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Flag, State of Vermont, 5' x 8' Outdoor Mfr. Flag Zone #NY58VT – \$53.89/ea.
2. Flag, United States, 5' x 8' Outdoor, Mfr. Flag Zone #NY58US – \$34.89/ea.
3. Flag, State of Vermont, 3' x 5', Outdoor, Mfr. Flag Zone #NY35VT– \$27.89/ea.
4. Flag, United States 3' x 5', Outdoor, Mfr. Flag Zone #NY35US, – \$18.89/ea.
5. Flag, State of Vermont, Miniature Desk Top 4" x 6", Rayon on 10" x 3/16" black or gold staff, black or gold 2-1/2" Plastic Base, All Weather, Mfr. Flag Zone– \$3.89/ea.
6. Flag, United States, 4' x 6' Outdoor, Mfr. Flag Zone #NY46US– \$26.89/ea.
7. Flag, State of Vermont, 4' x 6', Outdoor, Mfr. Flag Zone #NY46VT. – \$37.89/ea.
8. Flag, State of Vermont, 3' x 5', Indoor, w/2pole staff, stand and fringed. Pole can be either wood or Metal, Mfr. Flag Zone 35PresetVT. – \$159.00/ea.
9. Flag, United States, 3' x 5', Indoor w/pole, Stand and Fringed, Mfr. Flag Zone #35PresetUS– \$159.00/ea.
10. Flag, United States Miniature Desk Top, 4" x 6" Rayon on 10" x 1/16" black or gold staff, black or gold 2-1/2" plastic base, all weather, Mfr. Flag Zone– \$3.89/ea.
11. Bases for 4" x 6" Vermont or United State Flags, Plastic, Black or Gold, Mfr. Flag Zone– \$1.89/ea.
12. Flag – POW-MIA, 5' x 8' Outdoor, Double Sided, Mfr. Flag Zone #POW58D– \$73.89/ea.
13. Flag – POW-MIA, 4' x 6' Outdoor, Double Sided, Mfr. Flag Zone #POW46D– \$47.89/ea.
14. Flag – POW-MIA, 3' x 5' Outdoor, Double Sided, Mfr. Flag Zone #POW35D– \$41.89/ea.
15. Flag, POW-MIA, 3' x 5' x Outdoor, Single Sided, Mfr. Flag Zone #POW35S. – \$27.89/ea.
16. Banner, Blue Star Service 8" x 5" Nylon Crossbar, Gold Cord & Tassel, All Weather, Mfr. Flag Zone. – \$23.89/ea.
17. Flag, Military, U.S. Army, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #ARMY46. – \$41.89/ea.
18. Flag, Military, U.S. Army, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #ARMY35. – \$28.89/ea.
19. Flag, Military, U.S. Navy, Flag, Military, U.S. Navy, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #NAVY46. – \$41.89/ea.
20. Flag, Military, U.S. Navy, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #NAVY35– 28.89/ea.
21. Flag, Military, United States Marine Corp., 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #MARINE46. – \$41.89/ea.
22. Flag, Military, United States Marine Corp., 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #MARINE35– \$28.89/ea.
23. Flag, Military, U.S. Coast Guard, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #COAST46– \$41.89/ea.

24. Flag, Military, U.S. Coast Guard, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Plain Edge, Mfr. Flag Zone #COAST35– \$28.89/ea.
25. Flag, Military, U.S. Air Force, 4' x 6', Single Sided, Nylon Thread, Canvas Heading, Brass Grommets, Plain Edge, Mfr. Flag Zone #AIR46. – \$41.89/ea.
26. Flag, Military, U.S. Air Force, 3' x 5', Single Sided Nylon Thread, Canvas Heading, Bass Grommets, Blain Edge, Mfr. Flag Zone #AIR35– \$28.89/ea.
27. Flag, United States, 4' x 6', 2-ply woven polyester with sewn strips, Embroidered Stars and Fully Hemmed with Additional Reinforced stitching on the Fly End for Support and Longevity, Flags are finished with a white canvas heading and two brass grommets Mfr. Flag Zone #POLY46US – \$29.89/ea.
28. Flag, State of Vermont, 4' x 6', 2-ply Woven polyester, flag shall be Blue with the Coat of Arms of the State Screen Printed there. Fully Hemmed with additional Reinforced stitching on the Fly end for Support and Longevity, Flags are Finished with a White canvas heading and two brass grommets, Mfr. Flag Zone #POLY46VT– \$56.89/ea.
29. Flag, State of Vermont 3' x 5', 2 ply poly, Mfr. Flag Zone #POLY35VT - \$41.89/ea.
30. Flag, United States, 3' x 5', 2 Ply Poly, Mfr. Flag Zone #POLY35US. – \$26.89/ea.
31. Flag, POW-MIA, 3' x 5' 2 Ply Poly Double Sided, Mfr. Flag Zone #POW35POLY - \$54.89/ea.
32. VT Battle Flag 3' x 5' (CUSTOM) Mfr. Flag Zone #CUSTOM-VTBATTLE– \$158.55/ea.
33. Army Flag Pole Hem 3' x 5' PH Mfr. Flag Zone #ARMY35PH – \$49.89/ea.
34. Army National Flag 3' x 5' PH Mfr. Flag Zone #ARMYNATIONAL35PH - \$\$49.89/ea.
35. POW Double, 3' x 5' PH, Mfr. Flag Zone #POW35D-PH - \$66.89/ea.
36. US Flag Grommets 5' x 8' Mfr. Flag Zone #NY58US – \$49.89/ea.
37. US Presentation Army Spear 3' x 5', Mfr. Flag Zone #35PRESETUSSPEAR - \$178.89/ea.
38. Vermont, Preset Army Spear 3' x 5', Mfr. Flag Zone #35PRESETVTSPEAR– \$178.99/ea.
39. Army Preset Army Spear 3' x 5', Mfr. Flag Zone #35PRESETARMY – \$37.80/ea.
40. Silver General Stand, Mfr. Flag Zone #GENERAL STANDS – \$37.80/ea.
41. Wall Mount & Bracket 5' x 1", Mfr. Flag Zone #5x1WALLMOUNTW/BRACKET– \$40.89/ea.
42. Flag, Canadian 3' x 5' Outdoor, Mfr. Flag Zone #UN 193 – \$42.89/ea.
43. Battle of Bennington Flag, Outdoor Flag, 3' x 5' Mfr. Flag Zone #060680 – \$42.89/ea.
44. Battle of Bennington Flag, Outdoor Flag, 4' x 6', Mfr. Flag Zone #060681– \$58.89/ea.
45. Battle of Bennington Flag, Outdoor Flag, 5'x8', Mfr. Flag Zone #060682 - \$77.89/ea.
46. Green Mountain Boys Flag, Outdoor Flag, 3' x 5', Mfr. Flag Zone #060570 – \$42.89/ea.
47. Green Mountain Boys Flag, Outdoor Flag, 4' x 6', Mfr. Flag Zone #GreenMountain46 – \$93.89/ea.
48. Green Mountain Boys, Flag, Outdoor Flag, 5' x 8', Mfr. Flag Zone - \$160.89/ea.
49. Honor and Remember Flag, Outdoor Flag, 3' x 5', Mfr. Flag Zone #070475 –\$49.89/ea.
50. Honor and Remember Flag, Outdoor Flag 4' x 6', Mfr. Flag Zone #3014 - \$63.89/ea.
51. Honor and Remember Flag, Outdoor Flag 5' x 8', Mfr. Flag Zone #Custom - \$160.89/ea.

52. **COMPLETE FLAG DESCRIPTIONS:** State of Vermont Outdoor, Size 3' x 5', 4' x 6', 5' x 8' as follows; nylon continuous filament single yarn, 3.6 oz. square yard, 200 denier, the flag shall be blue with the Coat of Arms of the State screen printed thereon color fast, fade resistant inks. Coats of Arms described as follows: Green, a landscape occupying half of the shield; on the right and left in the background, high mountains, blue, the sky, yellow, from near the base and reaching nearly to the top of the shield, arising a pine tree of the natural color and between three erect sheaves, yellow, placed diagonally on the right side and a red cow (PMS 201) standing on the left side of the field, motto and badge; on a red (PMS#201) scroll beneath the shield, the motto: Vermont Freedom and Unity. The Vermont Badge: two pine branches of natural color, crossed between the field scroll crest; a buck's head, of natural color, placed on a scroll, blue and yellow. Flags are to be boxed in individual boxes.
53. United States, Outdoor, Sizes 3' x 5', 4'x 6', 5' x 8' as follows: nylon, continued filament single yarn, 3.6 oz per square yard, 200 denier, sewn stars and stripes, canvas header with brass grommets, plain edge, all weather, the flag shall conform to U.S. Code, Title 4, Chapter 1. The flags are to be boxed, in individual boxes.
54. State of Vermont, Indoor as follows: Nylon 3' x 5' with pole, with weighed stand, fiber content 100% nylon or 90% nylon 10% other fibers. Nylon thread 3.6 oz per square yard, denier nylon, canvas heading, brass grommets, fringed. All weather, the flag shall be flue with the Coat of Arms described as follows: green, a landscape occupying half of the shield; on the right and left in the background, high mountains, blue; the sky yellow, from near the base and reaching dearly to the top of the shield, arising a pine tree of the natural color and between three erect sheaves, yellow placed diagonally on the right side and a red cow (PMS #201) standing on the left side of the field, motto and badge; on a red (PMS #210) scroll beneath the field the motto: Vermont Freedom and Unity. The Vermont badge: two pine branches of natural color, crossed between shield and scroll crest; a buck's head, of natural color, placed on a scroll, blue and yellow. Flags are to be boxed in individual boxed.
55. United States, Indoor as follows: Nylon 3' x 5' indoor, with pole and weighted stand, continuous filament single yarn, 3.6 oz. per square yard, 200 denier embroidered stars and sewn strips, canvas header with brass grommets. Fringed, all weather, the flag shall conform to U.S. Code, Title 4, Chapter 1 – Flags are to be boxed in individual boxes.
56. Military flags: 3' x 5', 4' x 6, all weather, nylon, canvas heading, brass grommets, the flags are to be boxed in individual boxes.
57. **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.
58. **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.
59. **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.
60. **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.
61. **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.
62. **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: Kenny Gudahl
Phone: 308-254-4720
Fax: 308-254-2419
Email: conservflag@conservflag.com

f. **For the State:**

Name: State of Vermont, Deb LaRose, State Purchasing Agent
Address: 109 State Street, Montpelier, VT 05633-3001
Phone: 802/828-4635
Fax: 802/828-2222
Email: Deborah.larose@vermont.gov

63. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

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.
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 entity placing order.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**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>.