

MA 18P 1712180000000000068
MODIFICATION

State of Maine



Master Agreement

Effective Date: 01/01/18

Expiration Date: 12/31/21

Master Agreement Description: Master Agreement for Specialized Trap Tags 2018-2019

Buyer Information

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

Issuer Information

Cathy Fetterman 207-624-6571 ext. CATHY.FETTERMAN@MAINE.GOV

Requestor Information

Cathy Fetterman 207-624-6571 ext. CATHY.FETTERMAN@MAINE.GOV

Agreement Reporting Categories

Reason For Modification: Extend for final one-year extension period at slightly lower pricing

Authorized Departments

13A MARINE RESOURCES

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000111184

Vendor Name

E J BROOKS CO

Alias/DBA

TYDENBROOKS

Vendor Address Information

409 HOOSIER DR

ANGOLA, IN 46703

US

Vendor Contact Information

Mike Mathis
704-281-1142 ext.
mike.mathis@tydenbrooks.com

Commodity Information

Vendor Line #: 1

Vendor Name: E J BROOKS CO

Commodity Line #: 1

Commodity Code: 45073

Commodity Description: Specialized Trap Tags

Commodity Specifications: As per the specifications attached and made part of this MA.

Commodity Extended Description: Various Shipping Locations Statewide

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days 15	Free On Board FOB Dest, Freight Prepaid	
Contract Amount 0.00	Service Start Date	Service End Date
Catalog Name TydenBrooks	Discount 0.0000 %	
	Discount Start Date 01/01/18	Discount End Date 12/31/21

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Laurie Andre 8/28/2020
81084A22906F4FB...

Signature Date

Laurie Andre, Director Procurement Services

and

E J BROOKS CO dba TYDENBROOKS

DocuSigned by:
Phil Whitley 8/28/2020
DC224A45FD00400...

Signature Date

Phil Whitley, Senior Vice President, Sales

Bureau of Business Management – Division of Procurement Services
State of Maine – Department of Administrative and Financial Services
9 State House Station
Augusta, Maine 04333-0009

Contract Number
MA 171218*068

Tel. (207) 624-7340
Fax.# (207) 287-6578

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Specialized Trap Tags

Contractor: E J Brooks CO. dba Tyndenbrooks

Mater Agreement Competitive Bid RFQ: 13A 171128-283

Contract Period Extended To: 12/31/21

Extended Contract Pricing: Most items slightly lower pricing, the other at current pricing.

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

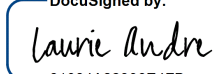
Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 171218*068 through Dec. 31, 2021 with all terms, conditions remaining as shown in the original contract.

Dollar value the vendor has recorded that State of Maine has spent on this contract from 01/01/20 to present:
\$ 345,132

Agreement to extend Master Agreement 18P – 1712180000000000068 authorized by:

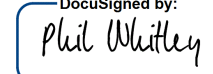
State of Maine – Department of Administrative and Financial Services
8/28/2020

DocuSigned by:

81084A22906E4FB...

Laurie Andre, Director Procurement Services

And

E J Brooks CO. dba Tyndenbrooks
8/28/2020

DocuSigned by:

DC224A45FD00400...

Phil Whitley, Senior Vice President, Sales

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Price sheet
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications
MA 171218-068

Commodity: Specialized Trap Tags

Master Agreement Competitive Bid RFQ: 13A 171128-283

Contract Period: Through December 31, 2019. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. *Final Extension through December 31, 2021.*

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Ryan Cox **Tel:** 513-255-1511 **Email:** ron.cox@tydenbrooks.com

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Tags will be ordered daily based on a batch report. All tags are to be processed by the tag company within 15 business days and sent to each individual harvester or sent directly to the Department or designee. Any additional tag orders required will follow the requirement listed in Attachment A.

Invoices: Separate invoices are required for each batch date. Invoices will be sent monthly – along with the TRACKING numbers and dates of each batch date that was produced and shipped. All invoices must reference the Master Agreement Number, Vendor Customer Number and the Agency Delivery Order number, if one is supplied, otherwise the batch dates need to be included on each invoice. Failure to do so could cause lengthy delays of payment of invoices. All invoices should be issued within 30 days of delivery and paid in accordance with the commodity terms and conditions attached to the contract.

Delivery: Deliveries shall be made within fifteen (15) business days of receipt of the order as specified by the contract, and in Attachment A, during the normal receiving hours of the ordering agency. The supplier shall be responsible for the delivery of items in first class condition at the point of delivery and in accordance with good commercial practices. Any deliveries that are damaged, lost, or missing will be the responsibility of the supplier.

Report of Purchases: Supplier will be required to furnish the Director of the Division of Procurement Services with detailed summary of the total purchases made under this contract. This total may be requested yearly or at any time during the contract period.

Secure Processing of Tags: The State of Maine is the issuing Agency for all tags that are listed within this Master Agreement Contract and Attachment A. No tag will be sold, shipped or produced by the company awarded this bid that has designations on the tags that are like what is requested in Attachment A, unless approved by the Department.

**STATE OF MAINE
DEPARTMENT OF MARINE RESOURCES**

**ATTACHMENT A
DESCRIPTION OF THE TAGS**

- 1) Annually, the Department orders approximately three million lobster tags, and up to two million additional tags of varying types (as described below). All tags must be made of high-density polyethylene, flexible, and durable so as to be attached to any lobster trap, and/or fyke net, truck door, crate, or other items, and must survive intact in the salt water and Maine weather for at least one year. The tag must have a secure locking mechanism so that the tags cannot be removed without being cut or broken. The tag should not interfere in any way with the operation of the trap or other device that the tags are used for outside of the trap. **The Department is requesting four total quotes: two for lobster trap tags (see #3), one for square tags, and one for zip tie tags.**
- 2) Each tag must also be in a color that is required and be imprinted with information provided by the Department's specifications. If vendor can only supply certain printing colors this will need to be specified within this RFP. All tags have unique information, and all tags will require a year, ME and some other sequential numbering. Tags could have sequential numbers that are 10 to 12 digits long, along with other information that is outlined below.
- 3) Lobster Tags: The commercial lobster tags may require a 2D bar code with a unique identifier number, such as a landings number, along with DMR and the year within that bar code. The tags must be easy to attach with limited dexterity on a moving vessel and must lock securely. **The Department is requesting TWO quotes for lobster trap tags – one that would include the cost of tags with a bar code and a quote for tags without a bar code.**
 - a. The Department will determine the color of the tag – and will also require that the plug be a different color than the tag and have the imprint of what will need to be assigned to the tag. These colors will vary each year, but the previous year, current year, and next year's tag and plug colors must all be available for the duration of the contract.) There may be a request to produce different colored tags in the event of a catastrophic loss, or reissuance of an individual's tags. The following tag colors that must be readily available at the time the bids are awarded as tags will need to be printed once the contract is awarded: yellow tag, blue plug, black lettering; orange tag, blue plug, black lettering; black tag, green plug, white or silver lettering.
 - b. The dimensions of each tag are as follows: minimum length 6 to 7 inches and width 3/8 to 1/2 inch. The dimension may change – if the bar code requirement requires additional size.

- c. Each tag must also be in a color that is required and be imprinted with information provided by the Department's specifications. If vendor can only supply certain printing colors this will need to be specified within this RFP.
- d. All tags have unique information, and all tags will require a year, ME and some other sequential numbering. Tags could have sequential numbers that are 10 to 12 digits long, along with other information that is outlined below.
- e. Commercial lobster trap tags are sequentially numbered and could result in short runs of several thousand that will have a numbering system from 001 to 800, or less for each harvester requesting tags.
- f. Replacement tags have a unique higher number that could be have 8 or 10 digits, but run sequentially on the tags.
- g. Each lobster tag must also be imprinted with the following specific identifications:
 - i. DMR; ME; YEAR; License number (7 or more digits long); Fishing Area (A:1); Tag sequence number (sequential 1-800 for lobster), Zone and letter; EEZ or NON, SCND or SCND EEZ. If the 2D bar code is required, it will need to have DMR, year and landings number within the 2D bar code.
 - ii. The plug in each tag must be a different color than the tag itself. This is needed for security purposes and is mandatory for enforcement purposes.
 - iii. Tag Colors must be readily available and in stock (2018 colors will consist of yellow tag, blue plug; orange tag, black plug, gray tag with yellow plug). Additional colors that may be needed are for 2017 and could include, red tag, black lettering and black plug; white tag, red plug, black lettering, with additional colors required throughout the year. 2019 tag colors will be determined by the middle of June of 2018.
- h. Approximately 15,000-40,000 replacement tags will also need to be manufactured and the color of those tags will need to be readily available upon license year. Tags will be numbered with a high sequential number that could be more than 6 or 7 digits long with ME, YY, REPL with either NON or EEZ. There will also be approximately 20,000 to 40,000 second zone tag replacements that will also have the same information other than the SCND designation or SCND EEZ designation.

- i. Approximately 20,000 noncommercial tags will be required, which will include a sequentially numbered tag, with at least 10 digits, along with ME, YY, NC included on the tag. There will also need to be 10,000 to 20,000 noncommercial replacement tags needed with ME, YY, REPL NC.
- j. Approximately 400 to 500 demonstration lobster tags will need to be manufactured. Color to be announced. Tags must be numbered sequentially, with ME, YY, DL. DMR to provide starting numbers.

4) Elver tags are needed using same design as described above. Color to be announced.

The

tags need to be numbered sequentially based on the number provided by DMR, and also have ME YY ELV. Replacement tags for elver fishing will need to be numbered sequentially based on a starting number that DMR provides with ME YY ELV REPL.

5) **Additional tag types may be requested throughout the year (Reconsignment tags –**

Zip

Ties, crate seals, Buying Station tags, Auction tags, Halibut commercial and Halibut recreational, as well as other tags that may be required by the Department).

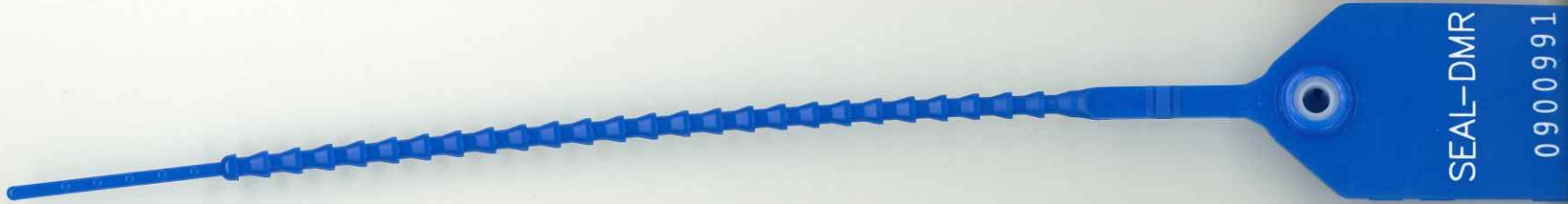
Additional tags may be ordered with additional writing and sequentially numbered based on what the Department provides, but tag wording is subject to change. Examples of additional tags: (REPL, ELV, CAT, SCND EEZ, HALC, DEMO, LNC, REC HALIBUT, ETC), The Department may also request additional tag types, such as Zip Ties, or square tags. **The vendor must be able to provide a binding quote for additional tag prices within one week during the contract period for additional tag types.**

Distribution, Reporting and Invoicing Requirements

- 1) Tag Reports. Individuals will order the tags from the Department throughout the year. The Department will electronically submit orders daily on a daily tag report (see attached example). These tag reports will be submitted to the vendor five days per week (excluding holidays). The tag report will include the harvester's name, address, landings number, license number, zone, area, EEZ or NON and number of tags requested, numbering sequence, along with an email address. This report will be in the format of an Excel Spreadsheet, and could include additional wording based on the tag type.
- 2) Shipment Window. The supplier will ship the requested number of tags to each harvester within **15 business days of receiving the tag report from the Department.** If any delay occurs that will prevent this requirement from being met on a temporary basis, including a breakdown, malfunction or any other delay in the manufacturing or processing of tags, the Department shall be notified within 24 hours of the end of the

shipment window by phone and email with a summary of the cause for delay problem, proposed resolution and date when shipments will resume. Frequent delays of tag shipment will be grounds for termination of this contract, at the sole discretion of the Department. Periodically, the Department will require a rush order, to be shipped within ten business days. The vendor shall make all efforts to meet this requirement, including prioritizing rush orders ahead of other pending orders by the Department.

- 3) Tag Shipment. Vendor is responsible for the delivery of the tags to the harvester (or the Department when tags are requested to be shipped to the Department), and for replacement of any tags lost in transit or that arrive incorrect or faulty. Within ten business days of being notified that tags were received incorrect/faulty, vendor will redo tags and ship to the harvester or a designated location at vendor's expense.
- 4) Tracking Information and Shipment Report to Department. Once the tags are shipped, the vendor will provide a report to the Department of expected ship dates and tracking numbers. Tracking numbers should be provided to the Department as soon as a tracking number is assigned, or no later than three business days after the orders have been shipped. Each tracking number will also be linked to the harvester's name, license number, date of shipment, quantity shipped, and detailed summary.
- 5) Tracking Information Reported to Harvester. For each tag order which has an email address, vendor will forward the tracking number to the harvester at the email listed on the Tag Report via email. This information needs to be provided as soon as a tracking number is assigned.
- 6) Return Address for Tag Shipments. All tags shipped will show "Department of Marine Resources, Licensing Division, 32 Blossom Lane, Augusta, ME 04333" on the RETURN LABEL of each tag shipment, so that any undeliverable shipments or incorrect addresses will be sent back to the Department rather than back to vendor. The Department will be responsible for completing shipment or delivery to the harvester for any tags that are returned to the Department due to incorrect addresses or undeliverable addresses.
- 7) Batch Date. Each order submitted to vendor electronically will have a "Batch Date." Each invoice submitted for payment must list each "Batch Date" and provide the corresponding number of tags shipped against each "Batch Date."
- 9) Counterfeit Prevention. All trap tags or security seals that are processed by the Supplier must not be able to be counterfeited, and all measures must be taken to ensure that no counterfeiting is being done. Any request for tags that match the color and description of any Maine tag being issued must be forwarded to DMR prior to being produced in order to verify this is not a counterfeit tag request. If vendor questions whether a tag is being requested and possible counterfeiting situation, vendor must reach out to the Department immediately.



SP

Plastic Truck Seal



The Plastic Truck Seal is the most secure and reliable way to secure your trailer doors and transportation equipment. Because of its patented design, the Plastic Truck Seal is also the easiest to use and the strongest plastic trailer seal available.

FIXED LENGTH SEAL

APPLICATIONS

- Trailer Doors
- Bulk Tankers
- Railcars
- Retail Distribution
- Totes
- Airfreight

FEATURES

- Available as a Standard Product
 - Order online and GET IT NOW, FOR LESS!
- Patented tamper-resistant acetal locking mechanism
- Weather resistant; withstands extreme cold and heat
- Individually numbered and stamped with company name
- Produced in easy-to-use strips of 20 with no plastic waste

MATERIAL

- Materials: High Density Polyethylene and Acetal

DIMENSIONS

- Operational length: 7.5" (190mm)
- Width/Smallest Aperture: 0.40" (10.16mm)

STRENGTH CHARACTERISTICS

- 60 lbs
- High 90 lb & Low 30 lbs
- Standard Break Slot Option



PEOPLE'S CHOICE AWARD FOR MOST INNOVATIVE PRODUCT

SP = Standard Product

Seals shown not actual size.



ANGOLA, IN • ATLANTA, GA • TALLAPOOSA, GA • MARTLEY, UK • MEXICO CITY, MX • MONTERREY, MX • SUZHOU, CN

260.624.4800 • 800.344.4772 • www.tydenbrooks.com • info@tydenbrooks.com



Plastic Truck Seal



MARKING/PRINTING

- Minimum quantities apply to customized versions of this product – please call for details
- Hot Stamped Printing Numbering: 7 digits
- Logo: 1/4" x 4"
- 17 characters maximum

COLORS

Standard Colors: Red / Blue / Green



Custom Colors: Yellow / White / Orange

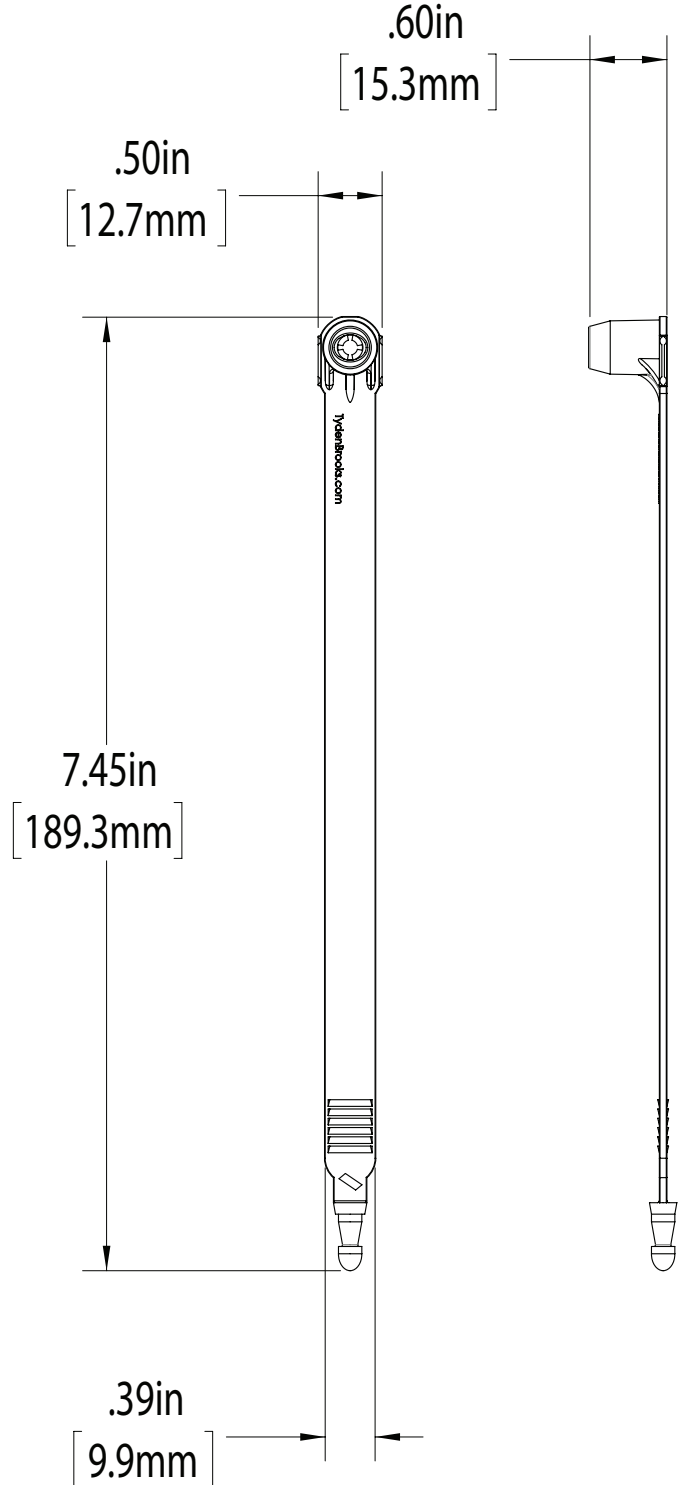


PACKAGING

Standard Packaging: 20 seals per strip; 1,000 per carton

Box Dimensions: 9.5" x 11" x 12.5"

Gross Weight: 9 lbs. per thousand



PEOPLE'S CHOICE AWARD FOR MOST INNOVATIVE PRODUCT

PTS 15V2



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RIDER B
TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any

applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

Appendix A

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: TydenBrooks Security Products Group		
Chief Executive - Name/Title: Phil Whitley/Vice President Sales, Americas		
Tel: 845 589 5532	Fax: 678 305 9835	E-mail: phil.whitley@tydenbrooks.com
Headquarters Street Address: 2727 Paces Ferry Rd/Building2, Suite 300		
Headquarters City/State/Zip: Atlanta GA 30339		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		


Are you a Maine Business as defined in this RFQ under RFQ Requirements, Section 6. Quotation Evaluation and Selection?

 Yes

 No

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening; and
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal; and
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Phil Whitley	Title: Vice President Sales, Americas
Authorized Signature: 	Date: Dec 6, 2017

Debarment, Performance, and Non-Collusion Certification

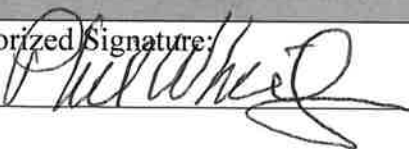
By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Phil Whitley	Title: Vice President Sales, Americas
Authorized Signature: 	Date: Dec 6, 2017

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
Lobster Trap Tags	TydenBrooks SPG	30032B00-01U-XX	Lobster Trap Tags	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Lobster Trap Tags-2D Bar Code	TydenBrooks SPG	30032B00-01U-XX	Lobster Trap Tags-2D Bar Code	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Elver Tags	TydenBrooks SPG	30032B00-01U-XX	Elver Tags	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Elver Replacement Tags	TydenBrooks SPG	30032B00-01U-XX	Elver Replacement Tags	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Lobster Replacement Tags	TydenBrooks SPG	30032B00-01U-XX	Lobster Replacement Tags	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Halibut Tags	TydenBrooks SPG	30032B00-01U-XX	Halibut Tags	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Noncommercial Lobster Tags	TydenBrooks SPG	30032B00-01U-XX	Noncommercial Lobster Tags	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Second Zone Tags	TydenBrooks SPG	30032B00-01U-XX	Second Zone Tags	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Second Zone Replacement Tags	TydenBrooks SPG	30032B00-01U-XX	Second Zone Replacement Tags	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Catastrophic Replacement Tags	TydenBrooks SPG	30032B00-01U-XX	Catastrophic Replacement Tags	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Catastrophic 2nd Zone Rep Tag	TydenBrooks SPG	30032B00-01U-XX	Catastrophic 2nd Zone Replacement Tag	Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Square Tags-2D Bar Code	TydenBrooks SPG	32011121-XX	Comparable information to Lobster Trap Tag	With 2D bar coding	ea	\$0.18	15
Square Tags-No 2D bar coding	TydenBrooks SPG	32011121-XX	Comparable information to Lobster Trap Tag	Without 2D bar coding	ea	\$0.18	15
Lobster Style Tags-Trap Auction	TydenBrooks SPG	30032B00-01U-XX	Lobster Style Tag-Trap Auction W/Yr,Seq.#,DMR,Lot#	Lobster Style Tag-Trap Auction W/Year,sequential number, DMR, Lot#, Price 1/1/2021 though 1/31/2021	ea	\$0.11	15
Zip Tie Tags	TydenBrooks SPG	32011121-XX	Buying Station; Reconsignment	n/a	ea	\$0.18	15
Lobster Trap Tags-20	TydenBrooks SPG	30032B00-01U-XX	Lobster Trap Tags - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Lobster Trap Tags-2D Bar Code-20	TydenBrooks SPG	30032B00-01U-XX	Lobster Trap Tags-2D Bar Code - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Elver Tags-18-20	TydenBrooks SPG	30032B00-01U-XX	Elver Tags - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Elver Replacement Tags-18-20	TydenBrooks SPG	30032B00-01U-XX	Elver Replacement Tags - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Lobster Replacement Tags-18-20	TydenBrooks SPG	30032B00-01U-XX	Lobster Replacement Tags - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Halibut Tags-18-20	TydenBrooks SPG	30032B00-01U-XX	Halibut Tags - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Noncommercial Lobster Tags-18-20	TydenBrooks SPG	30032B00-01U-XX	Noncommercial Lobster Tags - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Second Zone Tags-18-20	TydenBrooks SPG	30032B00-01U-XX	Second Zone Tags - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Second Zone Replacement Tags-20	TydenBrooks SPG	30032B00-01U-XX	Second Zone Replacement Tags - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Catastrophic Replacement Tags-20	TydenBrooks SPG	30032B00-01U-XX	Catastrophic Replacement Tags - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Catastrophic 2nd Zone Rep Tag-20	TydenBrooks SPG	30032B00-01U-XX	Catastrophic 2nd Zone Replacement Tag - 2020 Price	Price for orders placed through 12/31/2020	ea	\$0.12	15
Lobster Style Tag-Trap Auction-20	TydenBrooks SPG	30032B00-01U-XX	Lobster Style Tag-Trap Auction W/Yr,Seq.#,DMR,Lot# -20 Pri	Lobster Style Tag-Trap Auction W/Year,sequential number, DMR, Lot#Price for orders placed through 12/31/2020	ea	\$0.12	15