MA 18P 19013000000000000092 MODIFICATION

### State of Maine



### Master Agreement

Effective Date: 01/30/19 Expiration Date: 06/30/25

Master Agreement Description: Maine Warden Service Dress Tunics

**Buyer Information** 

Sue Garcia 207-624-7338 **ext.** SUE.H.GARCIA@MAINE.GOV

**Issuer Information** 

Lee Dorr 207-287-5207 **ext.** lee.dorr@maine.gov

**Requestor Information** 

Denise Brann 207-287-2766 **ext.** Denise.MooreBrann@maine.gov

### **Agreement Reporting Categories**

1. Code of Conduct

Reason For Modification: Extending with pricing increase approved by Acting CPO

**Authorized Departments** 

09A INLAND FISHERIES & WILDLIFE

**Vendor Information** 

Vendor Line #: 1

Vendor ID Vendor Name

VC1000067818 NEPTUNE UNIFORMS & EQUIPMENT INC

Alias/DBA

**Vendor Address Information** 

360 WASHINGTON ST

HAVERHILL, MA 01832

US

#### **Vendor Contact Information**

Linda Tobin

800-456-1234 **ext.** 20 Itobin@neptuneuniforms.com

### **Commodity Information**

Vendor Line #: 1

Vendor Name: NEPTUNE UNIFORMS & EQUIPMENT INC

Commodity Line #: 1

Commodity Code: 20088

Commodity Description: Maine Warden Service Dress Tunics

Commodity Specifications: Master Agreement for Dress Tunics, IF&W Warden Service. Please see attachment for

complete specifications.

Commodity Extended Description: Maine Warden Service Dress Tunics

 Quantity
 UOM
 Unit Price

 0.00000
 0.000000

Delivery Days Free On Board

0

Contract Amount Service Start Date Service End Date

0.00 01/30/19 01/31/21

Catalog Name Discount

IF&W Dress Tunic 0.0000 %

Discount Start Date Discount End Date

01/30/19 06/30/25

### **Commodity Terms and Conditions**

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

### **Terms and Conditions**

### **Agreement Terms and Conditions**

T&C #: 165

T&C Name:

T&C Details: Net 30

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:  David Morris	12/6/2024
Signature	Date
David Morris, Acting Chief Proc	curement Officer
Vendor  NEPTUNE UNIFORMS  DocuSigned by:	& EQUIPMENT, INC.
linda tobin	12/6/2024
Signature	Date
Linda Tobin	President/Co-owner

Print Representative Name and Title

Division of Procurement Services

ATTN: Sue Garcia, Procurement Analyst II

Burton M. Cross Office Building

9 State House Station Augusta, ME 04333-0009

Tel.: (207) 624-7338 Fax: (207) 287-6578

Contract Number MA 18P 190130\*92

#### **EXTENSION OF ANNUAL CONTRACT**

Commodity Item: Warden Service Dress Tunic

Contractor: Neptune Uniforms & Equipment

Contract Period Extended To: 6/30/25

Extension Clause: The State reserves the right to extend this contract at new lower pricing and current contract terms and conditions, 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 Number MA 18P 190130\*92 until 6/30/25 with new lower pricing and existing terms and conditions remaining as shown in the original Annual Contract Award Notification Copy of which is acknowledged on this date.

Contractor: Neptune Uniforms & Equipment Inc

By (please print name): Linda Tobin

By (Signature)

E-mail Address: Itobin@neptuneuniforms.com

Date: 11/22/2024

ACCEPT THE STATE OF MAINE CREDIT CARD: \_\_X\_YES \_\_\_\_NO

Report: It is the responsibility of the vendor to produce a monthly report. The Division of Purchases will require the vendor to submit a monthly report due by the 5th working day of each month on what was purchased during that month. The agency name must be listed as well as how many cards purchased, and the amount of money

If you have not produced a monthly report during the past year, please submit them as soon as possible. (The reports can be emailed to Sue.h.Garcia@maine.gov or faxed to 207-287-6578 to Attn: Sue Garcia.)

Dollar value the State has spent on this contract for past 12 months: \$ 7,770.00

Phone: (207) 624-7340 TTY Relay: 711 Fax: (207) 287-6578

www.maine.gov

### **RIDERS**

V	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)						
$\boxtimes$	Rider A – Scope of Work and/or Specifications						
	Rider B – Terms and Conditions						
	Rider C - Exceptions						
	Bid Cover Page and Debarment Form						
	Debarment, Performance, and Non-Collusion Certification						
	Price sheet (attach excel spreadsheet to post on website)						
	Other – Included at Department's Discretion						

## RIDER A Scope of Work and/or Specifications

### **Dress Tunic/Jacket**

### **Inland Fisheries & Wildlife - Warden Service**

**COMMODITY:** Dress Tunic/Jacket, see attached for complete description.

**CONTRACT PERIOD**: Immediately through June 30, 2025.

**EXTENSION OF CONTRACT:** The Director of Office of Procurement Services may, with the consent of the contractor to extend the Contract period beyond the indicated expiration date.

<u>CANCELLATION OF CONTRACT:</u> The Office of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

**PRICES:** Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

**INVOICES:** All invoices must reference Contract Number and Vendor Customer Number, failure to do so could cause lengthy delays of payment of invoices.

**QUANTITIES:** Quantity is unknown at this time. It is understood and agreed that the contract will cover the actual quantities ordered by the Department, over the length of the contract.

<u>**DELIVERY:**</u> Contractor **MUST** inspect all garments thoroughly before shipment to State Agency. Inspection will not release contractor of the responsibility for faulty workmanship and any faulty item or component part will be repaired or replaced by the vendor. Items (all sizes including special sizes) must be received with 12 weeks from receiving order from Department.

The Contract will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Purchases' Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

CODE OF CONDUCT ANTI-SWEATSHOP FEE: Within 30 days of the end of each calendar quarter, you are required to pay a fee in the amount of 1% of the total dollar value of goods purchased through this contract during that quarter. Your payment must be accompanied by a report showing the dollar value of goods purchased, broken down by Department, the total dollar value of purchases by all Departments, and the calculation of 1% of the total dollar value as the fee for the quarter. Checks must be made payable to the <u>Treasurer</u>, <u>State of Maine</u> and must be delivered, along with the quarterly report, to:

Division of Purchases

Attn: Vendor Fee

Burton M. Cross Building, 4th Floor

9 State House Station

111 Sewall St.

Augusta, ME 04333-0009

Failure to pay the 1% fee may result in: (1) Loss of future contracts or purchase orders with the State of Maine and/or (2) Immediate termination of the existing contract, within 30 days of written notification.

**PROCURMENT CARD:** State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

**QUARTERLY REPORT:** The Division of Procurement Services <u>requires a quarterly report</u> <u>of sales</u> be emailed within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments. E-mail: Sue.h.Garcia@maine.gov

# Maine Warden Service Dress Jacket Specifications

### **MATERIALS AND CONSTRUCTION**

Custom made dress jackets to Department specifications made in the U.S.A. by Hope Uniform Manufacturing Columbia, New Jersey.

Jacket material to be made with Red/Black (# 7744-65441 Red Poly/Wool Elastique Fabric) **NO SUBSTITUTES – Must match existing inventory.** 

Single-breasted dress jacket

Notched Lapel (underside lined as seen below in picture)

Jacket fully lined with black satin

Two (2) inner pockets

Left inner pocket must contain tag with Officers name, measurements and date of manufacture.

All jackets must contain name of Manufacturing Company.

Bi-swing back

Center lower vent (Back)

Upper and lower pockets (Front):

Patch Pockets pleated and rounded at bottom corners with BLACK scalloped flaps.

Pockets to have button closure, with Waterbury # 13656, 24 ligne, Gold State of Maine Seal.



Picture 1 Picture 2

BLACK shoulder straps with Waterbury Buttons # 13656, 24 ligne, Gold State of Maine Seal.

Two (2) brass belt hooks on back sewn into material for duty belt at waist just below biswing backs.

Four (4) Waterbury # 13656, 36 ligne, Gold State of Maine Seal buttons for jacket closure.

Three (3) Waterbury # 13656, 24 ligne, Gold State of Maine Seal buttons per sleeve.



Picture 3

**NOTE**: 12 – Waterbury # 13656, 24 ligne, Gold State of Maine Seal buttons, and 4- Waterbury # 13656, 36 ligne, Gold State of Maine Seal buttons per jacket.

Badge tab to be sewn on left side of jacket between  $\frac{1}{2}$ " and  $\frac{3}{4}$ " above upper pocket flap centered. To have two (2) vertical grommets for badge.

### **ACCESSORIES**

Accessories to include the following:

All Jackets - Two (2) department patches provided by department. One (1) patch per sleeve to be located ½" below shoulder seams.



Picture 4

### **SIZING INFORMATION**

Sizing has been taken and will be provided by department for each officer.

If the vendor is unwilling to accept sizing information supplied by the department, then a representative from the vendor must be willing to travel to officer's locations across the state and collect the sizing information for all officers within 10 days from award of bid. This schedule must accommodate the officer's schedule.

Sizes taken are based on the following information and measurements:

Officers name

Height

Weight

Chest size: (Measuring around chest, across shoulder blades with fist under tape.)

Across Back: (From center of neck to shoulder)

**In-Sleeve**: (Under arm to base of sleeve)

**Neck**: (Around base of neck) (confirm with shirt size)

**Sleeve Length**: (From center of neck over shoulder to base of cuff.)

**Length of jacket**: ( From base of neck straight down to lowest point of hand cupped. Officer standing at attention.

**Mid-Torso**: (Stomach area)

Waist: (Around waist)

Comments on biceps included if needed to allow for wider sleeve opening. Women's sizing includes Bust size and additional measurement around hip area.

### PRICING AND CONDITIONS

If the jackets supplied are not consistent with the measurements provided and the jacket cannot be altered, a replacement jacket will be supplied by the vendor at no cost to the department.

If the sizing supplied by the department is not correct and the jacket cannot be altered, the department will be responsible to replace the jacket at the departments cost.

Delivery to the department must take place within 12 weeks from time the order is placed with the manufacturer.

Pricing to include all accessories (unless otherwise stated) and attachments or alterations. NO OVERSIZE CHARGES.

Vendor must be willing to provide additional fitting (at no charge) at time of delivery to insure proper fit. Fitting will be at Officer's agreed upon date and location

### **Additional Pictures**







Picture 5 Picture 6 Picture 7

The State reserves the right to add other similar items or commodities to the MA if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

### STATE OF MAINE

## GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

- **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 "Office" shall refer to the State of Maine Office of State Procurement Services.
  - 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 Office, 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 Office 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 Office 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 Office 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 Office.
- **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 Office, 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 Office'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 Office'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 Office. 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 Office, 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 Office 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 Office 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 Office.
- **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 any errors or 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 Office.
- **9. ALTERATIONS**: The Office reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, 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 Office 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 on account 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 Office terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Office may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Office deems appropriate, and Contractor shall be liable to the Office 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 Office 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 Office 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 Office'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 or this warranty, the Office 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 Office 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 Office.
- **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.
- **22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
  - a. Exceptions If applicable
  - b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
  - c. Scope of Work If applicable
  - d. Vender Agreement Included at Department's Discretion
  - e. Other Included at Department's Discretion

- **23. CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
  - a. is not a foreign adversary business entity, <a href="https://www.maine.gov/oit/prohibited-technologies">https://www.maine.gov/oit/prohibited-technologies</a>, Title 5 MRSA §2021 (3); and
  - b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <a href="https://www.maine.gov/oit/prohibited-technologies">https://www.maine.gov/oit/prohibited-technologies</a>, Title 5 MRSA §2030-B.

A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

RIDER C

EXCEPTIONS

N/A

### Appendix A

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

### **BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Nar	ne: Neptune Uniforms & Eq	ginment Inc
Chief Executive - Name/T	itle: Linda Tobin / President	dipinent me
Tel: 978-372-8812	Fax:	T.
Headquarters Street Addre	ss: 360 Washington Street	E-mail:ltobin@neptuneuniforms.com
Headquarters City/State/Zi	p: Haverhill, MA 01832	
4 .1 . 6		
(provide information reque	sted below if different from a	above)
Lead Point of Contact for I	Bid - Name/Title:	
Tel:	Fax:	E-mail:
Street Address:		. D man.
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- 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;
- 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;
- 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: Linda Tobin	Title: President		
Authorized Signature:	Date: 11/22/2024		
Market the			

State of Maine Rev. 3/6/2018

### 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: Linda Tobin	Title: President			
Authorized Signature:	Date: 11/22/2024			
That helm				

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME					UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
		Neptune Uniforms								
VC1000067818	J400C		Hope Uniform	J400C	20088	Maine Warden Service Dress Tunic w/Dept. Pat	Maine Warden Coat	ea	\$585.00	90