

MA 18P 1905060000000000169  
MODIFICATION

## State of Maine



### Master Agreement

**Effective Date:** 05/10/19

**Expiration Date:** 05/31/22

**Master Agreement Description:** Dive Equipment, Training and Services

#### Buyer Information

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

#### Issuer Information

Melanie Redd 207-624-3547 ext. melanie.j.redd@maine.gov

#### Requestor Information

Melanie Redd 207-624-3547 ext. melanie.j.redd@maine.gov

#### Agreement Reporting Categories

**Reason For Modification:** Extend for two years

#### Authorized Departments

17A TRANSPORTATION  
ALL

### Vendor Information

**Vendor Line #:** 1

#### Vendor ID

VS0000004208

#### Vendor Name

J Footman Inc

#### Alias/DBA

Aqua Diving Academy

#### Vendor Address Information

382 Commercial St

Portland, ME 04101  
US

## Julie Footman

207-772-4200 **ext.**

info@aquadivingacademy.com

### Commodity Information

**Vendor Name:** J Footman Inc

Commodity Code: 12083

**Commodity Description:** Dive Equipment, Training and Services

**Commodity Specifications:****Commodity Extended Description:** Dive Equipment, Training and Services

Quantity

0.00000

**UOM**

Unit Price

0.000000

### Delivery Days

0

## Free On Board

**Contract Amount**

0.00

**Service Start Date**

05/10/19

Service End Date

05/31/22

**Catalog Name**

## Discount

0.0000 %

Discount Start Date

Discount End Date

Please see authorized signatures displayed on the next page

The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

Jaime C. Schorr

6/16/2020

6D6437754DD0459...

Signature

Date \_\_\_\_\_

Jaime C. Schorr, Chief Procurement Officer

and

J Footman Inc, dba Aqua Diving Academy

DocuSigned by:

Julie Footman

6/16/2020

472A51BDF85F428...

Signature

Date \_\_\_\_\_

Julie Footman, Owner Operator



AMENDMENT

DATE: **6/16/2020**

MASTER AGREEMENT CONTRACT #: 18P 190506000000000000169

SERVICE and/or COMMODITY: **Dive Equipment, Services and Training**

This Amendment, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: **All State of Maine Departments and Agencies will be able to utilize this Master Agreement**

PROVIDER

PROVIDER: **J Footman Inc. dba Aqua Diving Academy**

Address: **382 Commercial St.**

City: **Portland** State: **ME** Zip Code: **04101**

Provider's Vendor Customer #: **VS0000004208**

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

**State of Maine, Division of Procurement Services**

DocuSigned by:

*Jaime C. Schorr*

Signature **Jaime C. Schorr, Chief Procurement Officer** Date **6/16/2020**

**J Footman Inc. dba Aqua Diving Academy**

DocuSigned by:

*Julie Footman*

Signature **Julie Footman, Owner Operator** Date **6/16/2020**

*Amendment rev. June 2019*

*Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.*

## AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

<input checked="" type="checkbox"/>	<b>Amended Period:</b>	Original Start Date: <b>5/10/2019</b> Current End Date: <b>5/31/2020</b> Amendment Start Date: <b>6/1/2020</b> New End Date: <b>5/31/2022</b>  Reason: <b>Extend for two years</b>
<input type="checkbox"/>	<b>Amended Contract Amount:</b>	Amount of Adjustment: \$ New Contract Amount: \$  Reason:
<input checked="" type="checkbox"/>	<b>Amended Scope of Work:</b>	The Scope of work in Rider A is amended as follows: <b>Adjust pricing, mostly lower, for a list of equipment and services which can be purchased. Change wording in scope of work to better define services being provided, see amended Rider A.</b>
<input type="checkbox"/>	<b>Other:</b>	Reason:

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

**RIDER A**  
**SCOPE OF WORK**  
**(Revised for 2020 Extension)**

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- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Contracted Services and Rates

**I. ACRONYMS/DEFINITIONS:**

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine using Department or Agency
Provider	Organization providing services under this Contract
State	State of Maine

**II. INTRODUCTION/OVERVIEW:**

Provider will provide regular inspection and servicing of scuba equipment, including tank filling, and will provide Professional Association of Diving Instruction (PADI) as needed, as requested.

**III. DELIVERABLES:**

**All deliverables will be provided on an as needed / as requested basis.**

**Equipment Services:** Provider will provide service and inspection to all diving equipment including; AGA full face masks, fill Nitrox and Genesis tanks to 3500 psi, perform Hydro and visual inspection of **Air**, Oxygen and Nitrox tanks, all repairs and maintenance to dry suits including Viking and DUI dry suits and repair and maintain wireless communication gear including SB 2010 Aqua comm units.

**Training:** Provider will provide the training venue and will provide PADI Open Water, PADI Advanced, PADI Rescue, PADI Nitrox and PADI Dive Master training.

**IV. CONTRACTED SERVICES AND RATES:**

Repair face masks  
 \$75.00 per hour plus the specific damaged parts

Fill tank with air to 3500 psi  
**\$7.00** per fill

Service Contract (SC) rev. April 2019

*Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.*

**STATE OF MAINE | MASTER AGREEMENT SERVICE CONTRACT****MA 18P 190506\*169**

Fill tank with Nitrox to 3500 psi  
**\$25.00** per fill

Clean air fill that removes hydrocarbons  
\$15.00

Hydo inspection of tanks  
\$30.00 per tank

Visual inspection of tanks  
\$16.50 per cylinder for air service, air fill not included

Repairs of dry suits  
\$75.00 per hour plus parts

Repairs to communications systems  
\$95.00 per hour plus parts

PADI Open Water Training  
\$1080.00 per person, private course, no rentals

PADI Advanced Training  
\$1000.00 per person, private course, no rentals

PADI Rescue Training  
\$875.00 per person, private course, no rentals

PADI Nitrox Training  
\$355.00 per person, private course

PADI Dive Master Training  
\$1675.00 per person, private course includes cert fee

Cleaning of nitrox cylinders  
\$60.00 per cylinder not including visual inspection or nitrox fill

Nitrox visual inspection  
\$27.00 per cylinder, does not include nitrox fill

Sherwood Blizzard regulator service  
**\$100.00** per unit. Includes high pressure and low pressure hose service and O2 compatible lubrication

Buoyancy device testing  
**\$50.00 plus parts**

Buoyancy inflator service  
**\$40.00 plus parts**

Computer battery change plus new O-ring  
\$42.50 per Zoop dive computer

Computer and Depth gauge accuracy pressure testing  
\$25.00 per gauge/device

CPR, First aid, AED and O2 administration required for Dive Master course  
\$300.00 per Student

Item Description	Manufacturer Name	item specific features	manufacturer part number and bidders part number		unit of measure	Bid Price	Days to Receipt ARO	Bidders Comments
All sizes Viking HD Dry Suits	Viking HD Heavy Duty 1550 g/m2 Vulcanized Rubber Drysuit with Latex Neck Seal	latex neck, cuff rings glued on sleeves, HD latex wrist cuffs			each	\$3,560.00	14 weeks	price does not include: boot change, wrist ring removal, pro cuff installation, hood installation, hood liner
			112651011	std medium boot 10-11				
			112651012	std large boot 10-11				
			112651013	std xlarge boot 11-12				
			112651014	std xxlarge boot 11-12				
			114651011	wide medium boot 10-11				
			114651012	wide large boot 10-11				
			114651013	wide xlarge boot 11-12				
			114651014	wide xxlarge boot 11-12				
	Viking HD Heavy Duty 1550 g/m2 Vulcanized Rubber Drysuit with Surveyor Hood	surveyor latex hood, hood liner, Neck seal, cuff rings installed on sleeves, HD latex wrist cuffs			each	\$3,677.00	14 weeks	price does not include: Boot change, wrist ring removal, pro cuff installation
			112655011	std medium boot 10-11				
			112655012	std large boot 10-11				
			112655013	std xlarge boot 11-12				
			112655014	std xxlarge boot 11-12				
			114655011	wide medium boot 10-11				
			114655012	wide large boot 10-11				
			114655013	wide xlarge boot 11-12				
			114655014	wide xxlarge boot 11-12				
	Viking HD Heavy Duty 1550 g/m2 Vulcanized Rubber Drysuit with Superlite 17A/17B Yoke	SL 17A/B/C Yoke with Neck Seal, cuff rings installed, HD latex wrist cuffs			each	\$3,908.00	14 weeks	price does not include: boot change, SL Yoke removal, neck and hood install, wrist ring removal, pro cuff installation
			102800011	std medium boot 10-11				
			102800012	std large boot 10-11				
			102800013	std xlarge boot 11-12				
			102800014	std xxlarge boot 11-12				
			104800011	wide medium boot 10-11				
			104800012	wide large boot 10-11				
			104800013	wide xlarge boot 11-12				
			104800014	wide xxlarge boot 11-12				
	Viking HD Heavy Duty 1550 g/m2 Vulcanized Rubber Drysuit with Superlite 27/17K/37/47/57/67/77 Yoke	SL 27/47/57/67/77 Yoke with neck seal, cuff rings installed, HD latex wrist cuffs			each	\$3,908.00	14 weeks	price does not include:
			102820011	std medium boot 10-11				boot change
			102820012	std large boot 10-11				SL Yoke removal,



Item Description	Manufacturer Name	item specific features	manufacturer part number and bidders part number		unit of measure	Bid Price	Days to Receipt ARO	Bidders Comments
Dry suit gloves, liners	Viking HD Heavy Duty 1550 g/m2 Vulcanized Rubber Drysuit with Desco Yoke	Desco Yoke with neck seal, Cuff rings installed, HD latex wrist cuffs	102820013	std xlarge boot 11-12	each	\$3,908.00	14 weeks	neck and hood install wrist ring removal pro cuff installation
			102820014	std xxlarge boot 11-12				
			104820011	wide medium boot 10-11				
			104820012	wide large boot 10-11				
			104820013	wide xlarge boot 11-12				
			104820014	wide xxlarge boot 11-12				
			102840011	std medium boot 10-11				boot change SL Yoke removal, neck and hood install wrist ring removal pro cuff installation
			102840012	std large boot 10-11				
			102840013	std xlarge boot 11-12				
			102840014	std xxlarge boot 11-12				
			104840011	wide medium boot 10-11				
			1048400012	wide large boot 10-11				
	104840013	wide xlarge boot 11-12						
	104840014	wide xxlarge boot 11-12						
	102840012-14s	std large safety toe boot 14						
	Boot change	Boot change on new suit	viking boot change	size options: 8/9, 10/11, 11/12	\$195.00	12 weeks	change must be ordered on a new suit, 12 weeks	
	Pro cuff installation	Pro cuff install on new suit	Pro wrist seal install		\$108.00	12 weeks	change order to have wrist rings not installed, pro cuffs installed on suit instead.	
	Viking 5 Finger Latex Gloves with Liner - Long Gauntlet for Standard Cuff Ring System	Long outer glove smooth latex, 13 inches in length, liner cotton			pair	\$90.00	10 days if in stock, 14 weeks if	
			114595001	outer glove size 10	pair			
114590001			outer glove size 11	pair				
Viking Cuff Rings	Viking Standard Cuff Ring System for Pro / Protech / HD / Haztech / WRS Suits	Rubber outer ring with inner ring	114610001	per set	pair	\$145.00	10 days if in stock, 14 weeks if not	

Manufacturer Name	item specific features	manufacturer part number and bidders part number		unit of measure	Bid Price	Days to Receipt ARO
						10 days if in stock, 10 weeks if not
Interspiro Divator MKII, AGA <a href="#">without hose</a>	AGA full face mask	900157-008	non positive, black	each	\$989.00	
		900157-001	non positive, gold	each	\$989.00	
		900157-007	positive pressure, black	each	\$1,055.00	
		900157-006	positive pressure, <a href="#">gold</a>	each	\$1,055.00	
schematic number with part description				each,pair, or paks		
Divator MKII mask black, no second stage		336-101-161		each	\$561.50	
Divator MKII mask , gray no second stage		336-190-901		each	\$525.00	
#1 AGA inner mask assembly, black silicone		460-200-079		each	\$113.75	
#2 Valve seat assembly, black	set of 2 discs and seats	460-190-549		set of 2	\$86.75	
#3 Valve disc	pak of 10	336-190-264		pak of 10	\$70.00	
#4 Screw- retaining plate	pak of 10	336-190- <a href="#">246</a>		pak of 10	\$32.40	
#5 screw, pressure plate equalizer	pak of 10	336-190-489		pak of 10	\$29.50	
#6 Retaining plate		460-190-398		each	\$58.80	
#7 Mask body assembly black		460-190-544		each	\$575.50	
#7D Mask body assembly gray		336-190-908		each	\$565.50	
#8 cir-clip, cover assembly	pak of 10	336-190-255		pak of 10	\$50.00	
#9 screw, cover assembly	pak of 10	460-190-300		pak of 10	\$101.00	
#10 Aga cover assembly black		460-190-555		each	\$63.00	
#11 oring, cover assembly	pak of 5	336-190-222		pak of 5	\$33.60	
#12 buckle assembly	pak of 5	460-190-541		pak of 5	\$128.00	
#13 Visor Frame assembly, black		460-190-547		each	\$62.00	
#14 screw, visor frame	pak of 10	460-190- <a href="#">409</a>		pak of 10	\$53.10	
#15 Spacer, visor frame	pak of 10	336-190-554		pak of 10	\$71.10	
#16 visor Low profile		336-190-850		each	\$127.20	
#17 AGA, head narness, black rubber		460-190-457		each	\$118.60	
#18 Pressure Equalizer		336-190-373		each	\$60.80	
#19A Aga push pad 4 slot		88542.51		each	\$64.40	
#19 Push Pad,old style 3 slot		460-190-513		each	\$43.50	

Manufacturer Name	item specific features	manufacturer part number and bidders part number	unit of measure	Bid Price	Days to Receipt ARO
#21 Equalizing stand		460-190-510	each	\$61.20	
Breathing Valve assembly, black, non positive		336-101-150	each	\$595.20	
Breathing valve assembly, black, positive pressure		336-101-149	each	\$667.20	
Breathing balve assembly, black w/mouthpiece		97199-01	each	\$637.20	
#1 Diaphragm attachment black non positive		336101-155	each	\$183.75	
#1 Diaphragm attachment black positive		460-190-552	each	\$260.55	
#2 Valve housing MKII black non positive		336-101-156	each	100.65	
#2 Valve housing MKII black positive press		336-101-158	each	\$100.65	
#3 AGA counter pressure assembly non positive		460-190-588	each	\$77.10	
#3 Aga counter pressure assembly positive		460-190-589	each	\$84.30	
#3 Valve insert assembly non positive		460-190-588	each	\$77.10	
#4A AGA connection nipple w/pp		96341-52	each	\$72.60	
#4B AGA connection nipple non pp		96341-51	each	\$72.60	
#5 Oring, connection nipple lg	pak of 10	336-190-227	pak of 10	\$51.90	
#6 Oring, connection nipple sm	pak of 10	336-190-228	pak of 10	\$36.90	
#6A AGA oring, grn, NPP	pak of 10	99486-51	pak of 10	\$54.60	
#7 Retaining ring	pak of 10	346-190-198	pak of 10	\$57.60	
#8 Valve insert assembly PP		336-190-357	each	\$197.85	
#8 Valve insert assembly PP		460-190-558	each	\$189.40	
#9 AGA non return valve assembly		460-190-559	each	\$60.60	
#10 Oring, valve housing	pakk of 5	336-190-226	pak of 5	\$35.40	
#11 Nut, black	pak of 5	460-190-516	pak of 5	\$82.00	
#12 Balancing diaphragm	pak of 5	460-190-409	pak of 5	\$59.40	
#13 Valve cone assembly		336-190-064	each	\$64.50	
#14 AGA pos press lever assbly set		336-190-142	each	\$72.60	
#15 Oring,pos press lever	pak of 10	336-190-225	pak of 10	\$39.30	
#16 Valve insert sub assembly NPP		97083-51	each	\$162.80	
#16 Valve insert sub assembly pos press		97028-51	each	\$162.80	
#17 Mouthpiece		460-190-505	each	\$174.80	
#18 Aga mouthpiece assembly		336-190-353	each	\$185.20	
#19 AGA sealing plugs	pak of 5	460-190-511	pak of 5	\$169.80	
#20 Locking ring	pak of 5	460-190-515	pak of 5	\$57.00	
#21 Shield ring	pak of 5	346-190-197	pak of 5	\$105.90	

Manufacturer Name	item specific features	manufacturer part number and bidders part number	unit of measure	Bid Price	Days to Receipt ARO
#21B Shield ring , yellow, octopus	pak of 5	99485-51	pak of 5	\$148.00	
#22 Cover, includes purge button, blk		460-190-518	each	\$87.60	
#22B Cover w/purge button, black/yell shield		460-200-504	each	\$90.40	
#23 Guide disc PP		460-190-412	each	\$47.40	
#23A Guide disc NPP		460-190-721	each	\$47.00	
#24 Sealing spring	pak of 5	460-190-500	pak of 5	\$139.20	
#24 Sealing spring Pos Press	pak of 5	460-190-508	pak of 5	\$139.20	
#25 Sealing disc	pak of 5	460-190-393	pak of 5	\$91.00	
#26 Exhalation diaphragm	pak of 5	30005-51	pak of 5	\$148.65	
#27 Securing ring	pak of 10	460-190-413	pak of 10	\$140.55	
#28 Diaphragm ring		460-190-394	each	\$48.60	
#29 Guide pin	pak of 10	346-190-194	pak of 10	\$40.20	
#30 Diaphragm		460-190-140	each	\$85.00	
#31 Diaphragm holder		460-190-395	each	\$57.30	
#32 Oring, diaphragm holder	pak of 5	336-190-224	pak of 5	\$54.60	
#33 washer guide pin	pak of 10	336-190-638	pak of 10	\$35.40	
#34 Purge button	pak of 5	336-190-487	pak of 5	\$166.00	
#35 Diaphragm assembly		336-190-360	each	\$184.20	
#36 Lever assembly		460-190-522	each	\$114.40	
#37 Lever support	pak of 5	460-190-504	pak of 5	\$171.20	
#38 Sealing sleeves	pak of 5	346-190-246	pak of 5	\$75.60	
#39 Relief valve piston assembly		460-190-406	each	\$94.50	
#40 Adjusting nut	pak of 5	346-190-247	pak of 5	\$84.60	
#41A Sealing spring, S, NPP	pak of 5	460-190-501	pak of 5	\$80.00	
#41B Sealing spring, PP	pak of 5	460-190-509	pak of 5	\$80.00	
#42 Pin	pak of 10	336-190-258	pak of 10	\$38.40	
#43 Lifting spindle		460-190-408	each	\$44.40	
#44 Sealing piston assembly		336-190-284	each	\$69.80	
DAG-100 Adjusting Gauge		200028-000	each	\$25.50	
Eyewear kit for Diveator FFM		96496-01	each	\$238.75	
Hose, HAS-2, low pressure		604001-034	each	\$195.00	
minor maintenance kit		900256-006	each	\$278.00	
major maintenance kit non positive		900256-003	each	\$449.23	
major maintenance kit pos pressure		900256-002	each	\$449.23	

Manufacturer Name	item specific features	manufacturer part number and bidders part number	unit of measure	Bid Price	Days to Receipt ARO
conversion kit Pos to non pos		900256-004	each	\$120.00	
conversion kit non pos to pos		900256-005	each	\$140.10	
Interspiro mini test kit		336-190-128	each	\$410.00	

Item Description	Manufacturer Name	item specific features	manufacturer part number and bidders part number		unit of measure	Bid Price	Days to Receipt ARO
Fins with large foot pockets to accommodate dry suit boot	XS Scuba Turtle fin XL	standard strap	FN303 XL	XL	pair	\$181.00	3 weeks
	XS Scuba Turtle fin XXL	Standard strap	FN304 XXL	XXL	pair	\$181.00	3 weeks
	XS Scuba Turtle fin 3XL	standard strap	FN305 3XL	3XL	pair	\$181.00	3 weeks
	Scubapro Jet fins adjustable	standard strap	25.352.00	XL	pair	\$171.00	3 weeks
	Scubapro Jet fins adjustable	standard strap	25.352.050	XXL	pair	\$171.00	3 weeks
	Scubapro Jet fins adjustable	standard strap	25.352.100	3XL	pair	\$171.00	3 weeks
	Scubapro Jet Sport adjustable	standard strap	25.879.500	XL black/gray	pair	\$106.00	3 weeks
	Scubapro Jet Sport adjustable	standard strap	25.881.500	XL black/blue	pair	\$106.00	3 weeks
	Scubapro Jet Sport adjustable	standard strap	25.880.500	XL black/yellow	pair	\$106.00	3 weeks
	Fin straps						
	Turtle fin replacement straps	standard strap	FP03		each	\$10.00	3 weeks
	Turtle fin replacement buckles	buckles	FP01		set of 2 pair	\$21.00	3 weeks
	Jet fin replacement straps XXL	standard strap XXL	25.352.102		each	\$15.00	3 weeks
	jet fin buckle kit		25.350.025		kit	\$9.00	3 weeks
	Jet Sport fins replacement strap	strap and buckles	25.878.103	L/XL strap	each with buckles	\$21.00	3 weeks

Item Description	Manufacturer Name	item specific features	manufacturer part number	Bidders part number	unit of measure	Bid Price	Days to Receipt ARO
Weight Belts with Buckles, clips	Depth compensating metal buckle	spring loaded metal buckle	WB23	WB23	each	\$32.00	in stock/3 weeks
	2 inch weight belt webbing	webbing		BLACK WEB	foot	\$2.00	in stock/3 weeks
	2 inch weight belt webbing	webbing		NYELLOW WEB	foot	\$2.00	in stock/3 weeks
	weight stops	black plastic	WK-BK	WK-BK	each	\$1.00	in stock/3 weeks
		stainless steel	WK-SS	WEIGHT KEEPERS	each	\$2.00	in stock/ 3 weeks
Soft Weights of 3lbs-8lbs	weight belt D ring	stainless steel	GC90	GC90	each	\$7.00	in stock/ 3 weeks
	mesh weights	soft weight pocket	M3	3 LB SHOT PKT	each	\$15.00	in stock/3 weeks
	mesh weights	soft weight pocket	M4	4 LB SHOT PKT	each	\$20.00	in stock/3 weeks
	mesh weights	soft weight pocket	M5	5 LB SHOT PKT	each	\$25.00	in stock/3 weeks
	mesh weights	soft weight pocket	M6	6 LB SHOT PKT	each	\$30.00	in stock/3 weeks
Hard Weights of 3lbs-8lbs	mesh weights	soft weight pocket	M8	8 LB SHOT PKT	each	\$40.00	in stock/3 weeks
	uncoated weights	uncoated lace through lead	L3	3 LB SP	each	\$15.00	in stock/3 weeks
	uncoated weights	uncoated lace through lead	L4	4 LB SP	each	\$20.00	in stock/3 weeks
	uncoated weights	uncoated lace through lead	L5	5 LB SP	each	\$25.00	in stock/3 weeks
	uncoated weights	uncoated lace through lead	L6	6 LB SP	each	\$30.00	in stock/3 weeks
Integrated Weight Inserts	uncoated weights	uncoated lace through lead	L8	8 LB SP	each	\$40.00	in stock/3 weeks
	Wt. Pouch - SureLock II 10 lbs		42797	42797	each	\$30.00	in stock/3 weeks
	Wt. Pouch - SureLock II 16 lbs		42798	42798	each	\$35.00	in stock/3 weeks
	Wt. Pouch - SureLock II 15 lbs		42799	42799	each	\$34.00	in stock/3 weeks
	Wt. Pouch - SureLock 10 lbs		42767	42767	each	\$30.00	in stock/3 weeks
	Wt. Pouch - SureLock 16 lbs w/carry handle		42768	42768	each	\$35.00	in stock/3 weeks
	Wt. Pouch - Universal 10 lbs		42726	42726	each	\$26.00	in stock/3 weeks
	Wt. Pouch - Universal 16 lbs		42716	42726	each	\$35.00	in stock/3 weeks
Ankle weights							
	3 lb ankle weights	lycra covered	WB95	WB95	pair	\$55.00	in stock/3 weeks
	2 lb ankle weights	neoprene sleeves	AW10-BK	AW10-BK	pair	\$32.00	in stock/3 weeks
	3 lb ankle weights	neoprene sleeves	AW15-BK	AW15-BK	pair	\$35.00	in stock/3 weeks
	4 lb ankle weights	neoprene sleeves	AW20-BK	AW20-BK	pair	\$40.00	in stock/3 weeks

Item Description	Manufacturer Name	item specific features	manufacturer part number	Bidders part number	unit of measure	Bid Price	Days to Receipt ARO
BC's	Black Ice BC						
		SM/MD	397092	397092 S/M	each	\$799.00	3 weeks
		ML/LG	397094	397094 ML/L	each	\$799.00	in stock/3 weeks
		XL/XXL	397096	397096 XL/XXL	each	\$799.00	in stock/3 weeks



Item Description	Manufacturer Name	item specific features	manufacturer part number	Bidders part number	unit of measure	Bid Price	Days to Receipt ARO	Bidders Comments
Dive Computers comparable to Gekkos	CB-2 in line Zoop Novo black combo	Zoop Novo <b>black</b> , SM-36 pressure gauge, combo console	SS022220000	SS022220000	each	\$530.00	3 weeks	must add SK8 compass to obtain 3 gauge console
	CB-2 in line Zoop Novo lime combo	Zoop Novo <b>Lime</b> , SM-36 pressure gauge, combo console	SS022219000	SS022219000	each	\$530.00	3 weeks	must add SK8 compass to obtain 3 gauge console
	SK8 console mount top	adds compass to gauge combo	SS021122000	SS021122000	each	\$130.00	3 weeks	Adds compass to console

Item Description	Manufacturer Name	item specific features	manufacturer part number	Bidders part number	unit of measure	Bid Price	Days to Receipt ARO
<b>AGA Hoses</b>							
	Hose, HAS-2, low pressure		604001-034	604001-034	each	\$195.00	3 weeks
<b>BC Hoses</b>							
	27 inch braided low pressure	LP braided quick disconnect	45827	45827	each	\$55.00	3-12 weeks
	33 inch braided low pressure	LP braided quick disconnect	45833	45833	each	\$57.50	3-12 weeks
	36 inch braided low pressure	LP braided quick disconnect	45836	45836	each	\$60.00	3-12 weeks
	40 inch braided low pressure	LP braided quick disconnect	45840	45840	each	\$62.50	3-12 weeks
	BC inflator hose	LP braided quick disconnect	2421	2421	each	\$55.00	3 weeks
<b>Dry Suit Hoses</b>							
	Viking Apeks Std Inflator hose for HD suits	Viking dry suit inflator hose	K72198710	K72198710	each	\$200.00	3-12 weeks
<b>HP Hoses</b>							
	HP Hose 33" miflex kit	braided HP hose	SS019687000	SS019687000	each	\$77.50	3 weeks
	HP Hose	rubber HP Hose	102023	102023	each	\$67.50	3 -12 weeks
	High Pressure hose 32 inch	rubber HP Hose	HPH-32	HPH-32	each	\$62.00	3 weeks
	High Pressure hose 34 inch	rubber HP Hose	HPH-34	HPH-34	each	\$62.00	12 plus weeks
	High Pressure hose 36 inch	rubber HP Hose	HPH-36	HPH-36	each	\$62.00	3 weeks
	High Pressure Hose	rubber HP Hose	2421	2421	each	\$55.00	3 weeks

Item Description	Manufacturer Name	item specific features	manufacturer part number	Bidders part number	unit of measure	Bid Price	Days to Receipt ARO	Bidders Comments
Octopuses								
Regulator	Sherwood Blizzard Pro	Yoke first/blizzard second	SRB9950	SRB9950	each	\$599.00	3 weeks	Din adapter must be added to Blizzard Pro for use with Din Cylinders
	300 Bar Din	first stage Din adapter	SAA5300	SAA5300	each	\$165.00	3 weeks	
Octopus	Sherwood Octo		SR9952	SR9952	each	\$245.00	3 weeks	
Regulator	Apeks XTX50/DS4 - DIN	first has din/ adjustable second	AA0342F-1	AA0342F-1	each	\$695.00	3 weeks	First stage enviromentallly sealed for cold water use
Octopus	Apeks XTX40 Octopus		AA0341F	AA0341F	each	\$295.00	3 weeks	

Item Description	Manufacturer Name	item specific features	manufacturer part number	Bidders part number	unit of measure	Bid Price	Days to Receipt
<b>OTS Aqua Comms latest versions or comparable to 2010</b>							
<b>Diver Unit</b>	Aquacom SSB-2010, 4-channel transceiver (5 Watts Output Power)	Aquacom SSB-2010, 4 channel voice menu, diver transceiver, 5 watt ouput	900272-000	900272-000	each	\$1,621	3 weeks
<b>Earphone</b>	Earphone / Microphone Assemblies EMA-2	Hot mic, dual earphones, PTT control, Hi use connector	911060-001	911060-001	each	\$915.00	3 weeks
	Earphone / Microphone Assemblies EMA-25M	super mic, dual earphones, PTT control, Hi use connector	911060-098	911060-098	each	\$915.00	3 weeks
<b>OTS Aqua Comm Base Station</b>							
	Aquacom STX-101@ 4-channel Surface Station (5 Watts)	4 channel surface station, includes hand held microphone and transducer/cable	900281-006	900281-006	each	\$2,942.00	3 weeks
	CDK-6 Surface Conversion Kit	Surface conversion kit converts a SSB-2010 into a portable surface station	900015-007	900015-007	each	\$949.00	3 weeks

Item Description	Manufacturer Name	item specific features	manufacturer part number	Bidders part number	unit of measure	Bid Price	Days to Receipt ARO
<b>Dive Flags - All Sizes</b>							
	Nylon Flag with wire	14 inch x 18 inch	F3	F3	each	\$13.50	1 week
	Nylon Flag with wire	20 inch x 24 inch	F5	F5	each	\$19.50	1 week
	Nylon Flag with wire	31 inch x 36 inch	F6W	F6W	each	\$48.00	3 weeks
	Nylon Flag	14 inch x 18 inch	F2	F2	each	\$12.00	2 weeks
	Nylon Flag	20 inch x 24 inch	F4	F4	each	\$16.00	2 weeks
	Nylon Flag	31 inch x 36 inch	F6	F6	each	\$39.00	2 weeks
<b>Dive Flag Floats</b>							
	Standard float, 14 x 18 flag nylon, 2 piece	standard foam float	FL141	FL141	each	\$44.00	1 week
	Deluxe torpedo float, 14x18 flag, 2 piece	Torpedo buoy, 14x18 flag	FL145	FL145	each	\$56.00	1 week
	Super Deluxe Float/flag	Torpedo buoy, 20x24 flag	FL146	FL146	each	\$63.00	2 weeks

**RIDER B**  
**TERMS AND CONDITIONS**

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
  - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The

Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
  - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
  - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
  - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
  - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract

without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.



16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract 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 Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
- Rider C Exceptions
  - Rider B Terms and Conditions
  - Rider A Scope of Work
  - Payment Rider
  - Rider D Included at Department's Discretion
  - Rider E Included at Department's Discretion
  - Rider F Included at Department's Discretion
  - Rider G Identification of Country in which contracted work will be performed
  - Business Associate Agreement included at Department's Discretion
  - Other Included at Department's Discretion
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation 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.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with

regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. 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 Provider.
26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, 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. 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.

RIDER C

EXCEPTIONS

There are no exceptions to Rider B.

RIDER D

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

The Division of Procurement Services is committed to providing purchasing opportunities for municipalities, political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing.

The Provider agrees to accept orders from political subdivisions and school districts in Maine at the prices quoted in Rider A with no additional conditions.

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RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**

|

☒ **United States. Please identify state: Enter State: Maine**

☐ **Other. Please identify country: Enter Country |**

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.