

MA 18P 21112900000000000031
NEW

State of Maine



Master Agreement

Effective Date: 01/01/22

Expiration Date: 12/31/23

Master Agreement Description: Specialized Trap Tags/Seals

Buyer Information

ext.

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

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/Seals
Commodity Specifications:
Commodity Extended Description: Specialized Trap Tags/Seals, MA Based off award of RFP 202108121

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
15	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
TydenBrooks	0.0000 %	
	Discount Start Date	Discount End Date
	01/01/22	12/31/23

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:
 12/8/2021
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

E J BROOKS CO

DocuSigned by:
 12/8/2021
DC224A45FD00400...

Signature Date

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 – MA User Information 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
<input type="checkbox"/>	Other – Included at Department's Discretion
<input type="checkbox"/>	Other – Included at Department's Discretion
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Master Agreement User Information and/or Specifications
MA 211129-031

Commodity: Specialized Trap Tags/Seals

Master Agreement Competitive Bid RFP: 202108121

Contract Period: Through December 31, 2023. The State of Maine with vendor approval can opt to issue up to one (1) two (2) year and one (1) one (1) year extensions.

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: Noreen Theander **Tel:** 260-627-4789 **Email:** Noreen.theander@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.

Contracted Pricing Per RFP 202108121	FOB Pricing Per Tag				
Item Description	2022	2023	2024	2025	2026
Lobster Trap Tags	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Lobster Trap Tags-2D Bar Code	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Elver Tags	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Elver Replacement Tags	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Lobster Replacement Tags	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Halibut Tags	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Noncommercial Lobster Tags	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Second Zone Tags	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Second Zone Replacement Tags	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Catastrophic Replacement Tags	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Catastrophic 2nd Zone Replacement Tag	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Lobster Style Tag-Trap Auction W/Yr,Seq.#,DMR,Lot#	\$0.168	\$0.173	\$0.178	\$0.184	\$0.189
Buying Station; Reconsignment	\$0.163	\$0.168	\$0.173	\$0.178	\$0.183

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

Specifications

TRAP TAGS/SEALS

MAINE DEPARTMENT OF MARINE RESOURCES

The Vendor must provide seals/tags that meet the following criteria:

- A.** Made of high-density polyethylene, flexible, and durable so as to be attached to any lobster trap, and/or fyke net, truck, crate, etc., and will survive intact in the salt water and Maine weather for at least one year.
- B.** Easy to snap together and stay together without coming apart, unless broken or cut.
- C.** Seals/tags, plugs, and the imprints must be produced in colors as specified by the Department.
- D.** The Department will require different lettering on the seals/tags types that are ordered, along with specific numbering based on the seals/tags type.
- E.** Dimensions for most of the seals/tags that the Department needs will be a minimum of 6 to 10 inches in length and 3/8 inch to 1/2 inch in width.
- F.** Seals/tags types are as follows:
 - a.** Lobster initial, replacement, second zone, noncommercial, catastrophic and reissue seals/tags-with EEZ and NON designation
 - b.** Noncommercial seals/tags
 - c.** Demonstration seals/tags
 - d.** Elver seals/tags
 - e.** Elver Replacement seals/tags
 - f.** Zip Ties
 - g.** Crate seals/tags
 - h.** Buying station seals/tags
 - i.** Auction seals/tags
 - j.** Halibut seals/tags
 - k.** Reconsignment- Zip Ties
 - l.** Special Permit
 - m.** Other as may be needed by the Department
- G.** Imprinted with laser letters with DMR, ME and year (YYYY). In some cases, the Department may request a hot stamp, if the cost is cheaper, for some of the seals/tags listed above.
- H.** Seals/Tags for the lobster fishery will require the following:
 - 1.** A numerical numbering of the quantity of seal/tags the person purchased, anywhere from 1-10 to 1-800. Unless otherwise specified by the Department, seals/tags must be numbered 001 to 800, consecutively.
 - 2.** A license number may have as few as 1 digit or up to 8 or 9 digits.
 - 3.** EEZ or NON designation
 - 4.** "Zone" with one or more letters after "Zone"(Example: Zone A) imprinted
 - 5.** A different color plug than what the color is for the seals/tags. This is needed for security purposes.
 - 6.** All tags will be mailed directly to harvester, Department, or other designee, and could result in approximately 6,000 plus mailings per year.
 - 7.** Tracking information for tags being shipped should be sent directly to the harvester, if they supplied an email address on the excel spreadsheet.
 - 8.** The Department will also receive all tracking information on any tags that are shipped.
 - 9.** All mailings to harvesters should include the Department's return address on the boxes being shipped.

- I. Replacement seals/tags are required each year for multi-year replacements and must meet the following requirements:
 1. Must be produced in colors specified by the Department.
 2. Must be sequentially numbered with DMR, ME, YYYY, REPL, and NON or EEZ. Approximately 20,000 to 40,000 of each NON or EEZ types will be needed for multi-years.
- J. Noncommercial seals/tags are required to include: DMR, ME, YYYY and are sequentially numbered beginning with a number specified by the Department. The Department will require approximately 20,000 or more seals/tags to be issued.
 1. Halibut seals/tags are required to include: either FED or NON, DMR, ME, YYYY and be sequentially numbered beginning with a number specified by the Department. The Department will require approximately 10,000 to 20,000 seals/tags to be issued.
 2. Elver seals/tags are required to include: ELV, DMR, ME, YYYY and be sequentially numbered beginning with a number specified by the Department. The Department will require approximately 1,000 seals/tags to be issued.
 3. Elver Replacement seals/tags are required to include: ELV REPL, DMR, ME, YYYY, and be sequentially numbered beginning with a number specified by the Department. Elver Replacement seals/tags must be produced in a different color than Elver seals/tags listed above.
 4. Zip ties are required to include: DMR, ME and be sequentially numbered beginning with a number specified by Department.
 5. Auction seals/tags are required to include: Auction, DMR, ME, YYYY and be sequentially numbered beginning with a number specified by the Department.
 6. Other seals/tags may be required that will fit either the Zip tie dimensions or the seals/tags dimensions.

Distribution, Reporting, and Invoicing Requirements

1. Seals/tags will be ordered daily throughout the year. The Department will submit electronically within an Excel spreadsheet all information required to process and ship lobster seals/tags.
2. The Excel spreadsheet will have the harvester's name, address, license number, zone and quantity of seals/tags needed and tag type, NON or EEZ to be produced.
3. The Vendor will be required to send the tracking number to the lobster harvester via the email address (if one is provided) within the tag report that is submitted to the Vendor when the trap tags are processed and shipped.
4. The Vendor will process and ship, within 15 business days after receiving the spreadsheet, the seals/tags to EACH harvester's address listed on the spreadsheet. Occasionally the seals/tags will be requested to be shipped to DMR locations. If for any reason this timeframe cannot be met, the Vendor must immediately notify the Department.
5. Rush seals/tags orders must be done within 10 business days of receipt of the request and sent to the location listed as provided by the Department via email.
6. The Vendor must redo and ship to the harvester at the Vendor's expense any seals/tags that are lost in transit that have the correct address listed on the Excel spreadsheet, or that are faulty. If any seals/tags cannot be located, are lost, or are not delivered to the correct location, it is the Vendor's responsibility to research where the seals/tags were shipped and replace those seals/tags. It is vital that seals/tags go to the intended recipient.
7. As seals/tags are shipped, the Vendor will provide to the Department daily, when shipped, the batch date of the order, the harvester's name, address, license number, shipping date, quantity shipped and tracking number.
8. In the event that seals/tags will take longer than the 15-business day requirement, or in the event of a breakdown, malfunction or any other delay in the manufacturing or

processing of seals/tags, the Department must be notified immediately by phone and email of the problem, and the resolution and date when shipments will resume.

- 9.** All seals/tags that are shipped must have the Department's return address on the outside of the box, so that if the seals/tags are returned for any reason, they will be sent back to the Department and not back to the Vendor, so as to assure timeliness of issuance of seals/tags. If being shipped by UPS, the address will be: Licensing Division, Marine Resources, Marquardt Building, 32 Blossom Lane, Augusta, ME 04330. If being shipped by USPS the address will be: Licensing Division, Marine Resources, 21 State House Station, Augusta, ME 04333
- 10.** No tags/seals shall be produced or distributed to anyone in Maine unless approved by the Department. Seals/tags must not be produced unless the order is properly submitted and/or approved in writing by the Department.
- 11.** Any seals/tags that are ordered as inventory by the Department must clearly state on the outside of the box the type of tag, quantity included in box, numbering sequence of tags inside each box, and the number of boxes included within the order.
- 12.** All invoices received from the vendor shall have an invoice and spreadsheet that corresponds to the amount being charged by the Vendor for specific batch dates. The email notification that is sent to the State shall have the invoice number and batch date in the subject line for reference.
 - a.** The below information will be required on invoices that are submitted to the State for each batch date or separate order. The invoice will have the following information:
 - i.** Company Name, address, phone number, & invoice#
 - ii.** Order date
 - iii.** ship date
 - iv.** Reference the PO or Master Agreement Number assigned to the Vendor
 - v.** Description of order (tag type)
 - vi.** Quantity ordered for the entire batch date
 - vii.** Unit price
 - viii.** Total price
 - ix.** Batch date reference

**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 Marine Resources
PROPOSAL COVER PAGE
RFP# 202108121
Seals/Tags**

Bidder's Organization Name:	E.J. Brooks Co. dba TydenBrooks		
Chief Executive - Name/Title:	Phil Whitley, Sr V.P. Sales		
Tel:	845 589 5532	E-mail:	Phil.Whitley@TydenBrooks.com
Headquarters Street Address:	2727 Paces Ferry Rd, Bld 2, Suite 300		
Headquarters City/State/Zip:	Atlanta, GA 30339		
<i>(Provide information requested below if different from above)</i>			
Lead Point of Contact for Proposal - Name/Title:	Ron Cox, Regional Sales Manager		
Tel:	513 255 1511	E-mail:	Ron.Cox@TydenBrooks.com
Headquarters Street Address:	Same as Above		
Headquarters City/State/Zip:	Same as Above		

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- 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.
- 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.
- The above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

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 (Print): Phil Whitley	Title: SR V.P. Sales
Authorized Signature: 	Date: 09/15/21


APPENDIX B

**State of Maine
Department of Marine Resources
DEBARMENT, PERFORMANCE, and NON-COLLUSION CERTIFICATION
RFP# 202108121
Seals/Tags**

Bidder's Organization Name:	E.J. Brooks Company, dba TydenBrooks
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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.*
- c. 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.*
- d. 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.*
- e. 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.*

Name (Print): Phil Whitely	Title: SR V.P. Sales
Authorized Signature: 	Date: 09/15/21