NEW

State of Maine

Master Agreement

Effective Date: 08/07/19 **Expiration Date:** 08/31/21

Master Agreement Description: Clothing, Jacket 5.11 VALIANT DUTY JACKET, No Substitutions

Buyer Information

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

Issuer Information

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

Requestor Information

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

Agreement Reporting Categories

1. Code of Conduct

Authorized Departments

09A INLAND FISHERIES & WILDLIFE
ALL

Vendor Information

Vendor Line #: 1

Vendor ID
VC1000000720

Vendor Name
ADMIRAL FIRE & SAFETY INC

Alias/DBA

Vendor Address Information
9 HAIGIS PKWY

SCARBOROUGH, ME 04074
US

Vendor Contact Information
Annemarie Napolitano
207-883-5270 **ext.**
Annemarie@admiralfire.com

Commodity Information

Vendor Line #: 1

Vendor Name: ADMIRAL FIRE & SAFETY INC

Commodity Line #: 1

Commodity Code: 20000

Commodity Description: Clothing, Jacket 5.11 VALIANT DUTY JACKET - No Substitutes

Commodity Specifications: Master Agreement for 5.11 Valiant Duty Jackets. Please see attachment for complete specifications made a part of this MA.

Quantity	UOM	Unit Price
0.00000		$0.00
Delivery Days	**Free on Board**	
21	FOB Dest, Freight Allowed	
Contract Amount	**Service Start Date**	**Service End Date**
$0.00		
Catalog Name	**Discount**	
5.11 Valiant Duty Jacket	0.0000 %	
	Discount Start Date	**Discount End Date**
	08/07/19	08/31/21

Department of Inland Fisheries & Wildlife
& All Departments – Statewide Locations
Contract Terms and Conditions
5.11 Valiant Duty Jackets

COMMODITY: Jackets, 5.11 Valiant Duty #48153 With IF&W provided patch sewn on sleeve in Sherriff Green and all available sizes **(IF&W Only).**

Jackets, 5.11 Valiant Duty #48153 Plain, off-the-shelf in all available colors and sizes **All Depts.).**

CONTRACT PERIOD: Immediately through August 31, 2021. A two (2) year contract with the option of two (2) one (1) year renewals will be issued.

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

CANCELLATION OF CONTRACT: The Division 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.

CONTACT PERSON: The contact person will help consumers place orders, inquire about orders that have not been delivered, any and all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be Matt Morrill.

PRICES: ***Prices including transportation and delivery charges fully prepaid by the contractor F.O.B. Destination.*** Prices will remain firm for the duration of the contract period.

QUANTITIES: Quantity of items over the duration of the contract is unknown. It is understood and agreed that the contract will cover the actual quantities ordered by the ALL State of Maine Departments and Agencies over the length of the contract.

DELIVERY: Contractor **MUST** inspect all jackets 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 within 10 working days from receiving an order from Department. Delivery will be to any and all State of Maine departments and to any and all statewide facilities.

The Contractor 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 over $5000.00. If a DO is used, it will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than $5000.00 can be ordered using a P-Card.

PROCURMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Contractor 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

terminate the Master Agreement if contractor is unwilling to accept Procurement Cards during the duration of this contact. The State of Maine will not pay for items not received. Only items received by a using department can be billed to the Procurement Card.

QUARTERLY REPORT: The Division of Procurement Services **requires a quarterly report of sales** be e-mailed to Sue.h.Garcia@maine.gov 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.

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 Treasurer, State of Maine and must be delivered, along with the quarterly report, to:

Division of Procurement Services
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.

Inland Fisheries & Wildlife Specifications

5.11 Valiant Duty Jacket

- Model #48153 in Sheriff green, #890
- 5.11Quixip System
- Integrated draw cord for hood
- High-Performance shell
- Three piece hood with built in visor
- Removable softshell liner, works as a standalone jacket or converts to a vest
- Blood borne pathogen-resistant
- High performance bar tacking at all stress points
- Elasticized cuffs with adjustable hook and loop closures
- 9 -10 stitches per inch on all seams
- YKK Aquaguard water repellant zippers
- Features chest, forearm, internal and hand-warmer pockets
- Hidden ID panels, detachable hood
- Sizes X Small to 4XL regular, and tall sizes
- **Patches to be added to both sleeves on both the inner liner and outer shell.** Patches

provided by Department.
- Jacket not to have badge tabs or epaulets

Plain Jacket Specifications - All Departments

5.11 **Valiant Duty Jacket**

- Model #48153 in **all** available colors
- 5.11 Quixip System
- Integrated draw cord for hood
- High-Performance shell
- Three piece hood with built in visor
- Removable softshell liner, works as a standalone jacket or converts to a vest
- Bloodborne pathogen-resistant
- High performance bartacking at all stress points
- Elasticized cuffs with adjustable hook and loop closures
- 9 – 10 stitches per inch on all seams
- YKK Aquaguard water repellant zippers
- Features chest, forearm, internal and hand-warmer pockets
- Hidden ID panels, detachable hood
- Sizes X Small to 4XL regular, and tall sizes
- Jacket not to have badge tabs or epaulets

VENDOR CUSTOMER (	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS	PRODUCT/C ATEGORY
VC1000000720	48153-IFW-Green	Admiral Fire and Safety	5.11	48153	20000	Jacket, Valiant Duty, Sheriff Green, W/IFW Patch, All Size	(IF&W Only) Tall jackets only avaiable in sizes Large thru 4	ea	$230.00	30	
VC1000000720	48153-Green	Admiral Fire and Safety	5.11	48153	20000	Jacket, Valiant Duty, Sheriff Green, Plain, All Sizes	(All Depts.) Tall jackets only avaiable in sizes Large thru 4X	ea	$225.00	30	
VC1000000720	48153-Black	Admiral Fire and Safety	5.11	48153	20000	Jacket, Valiant Duty, Black, Plain, All Sizes	(All Depts.) Tall jackets only avaiable in sizes Large thru 4X	ea	$225.00	30	
VC1000000720	48153-Dark Navy	Admiral Fire and Safety	5.11	48153	20000	Jacket, Valiant Duty, Dark Navy, Plain, All Sizes	(All Depts.) Tall jackets only avaiable in sizes Large thru 4X	ea	$225.00	30	
VC1000000720	48153-Brown	Admiral Fire and Safety	5.11	48153	20000	Jacket, Valiant Duty, Brown, Plain, All Sizes	(All Depts.) Tall jackets only avaiable in sizes Large thru 4X	ea	$225.00	30	

Appendix A

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

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Admiral Fire & Safety		
Chief Executive - Name/Title: Michael Anton - Owner		
Tel: 207-883-5270	Fax: 207-885-0458	E-mail:
Headquarters Street Address: 9 Haigis Parkway		
Headquarters City/State/Zip: Scarborough, ME 04074		
(provide information requested below if different from above)		
Lead Point of Contact for Bid - Name/Title: Matt Morrill		
Tel: 207-883-5270	Fax: 207-885-0458	E-mail: Matt@AdmiralFire.Com
Street Address: Same as above		
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: Matt Morrill	Title: Sales
Authorized Signature:	Date: 7/22/19

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: Matt Morrill	Title: Sales
Authorized Signature: [signature]	Date: 7/22/19

Appendix D

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

RFQ # RFQ # (09A 190712*012)

5.11 Valiant Duty Jacket #48153
No Substitutes – Must match current inventory

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. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

_____ Yes

_X_ Yes, with conditions as follows: Shipping and oversize charges apply.

_____ No

Name of Company:

Admiral Fire & Safety

Address:

9 Haigis Parkway

Signature:

Date: 7/22/19

QUOTATION # 09A 190712*012_

Part numbers covered by this document:

48153

The person signing this affidavit certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained herein, and under penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder/contractor as well as to the person signing in its behalf:

Name of Company: 5.11 Sourcing Limited

Street Address: Unit 502 5/F Goldin Financial Global Centre,

City, State, Zip code: 17 Kai Cheung Road Kowloon Bay Hong Kong

Telephone: (852) 3518 1918 Fax: (852) 23713939

Authorized Signature:

Printed Name and Title: Vivian Lee

COMPLETE PHYSICAL LOCATION OF PLANT(S) WHERE CLOTHING/ TEXTILE IS ASSEMBLED:

Name of Mfr. Nat Group Corporation

Plant Name Dong Thanh Garment Factory II

Street Address CS-4 Tinh Phong Industrial Zone, Son Tinh District,

City/State Quang Ngai Province

Country Vietnam

Telephone # (84 55) 221 1050

Personally appeared the above named Desmond Chiang and made oath that the above statement by him/her is true.

Before me

Date July 22 2019

MUST BE FILLED OUT AND EITHER ATTACHED TO YOUR RESPONSE OR SCANNED AND EMAILED TO Sue.h.Garcia@maine.gov, WITH QUOTE #, COC AFFIDAVIT, IN THE SUBJECT LINE. NO LATER THAN BID OPENING DATE & TIME.