

MA 18P 17120700000000000064  
MODIFICATION

## State of Maine



### Master Agreement

**Effective Date:** 12/08/17

**Expiration Date:** 12/31/22

**Master Agreement Description:** MSP Hi-Vis Safety Jacket and Liner

#### **Buyer Information**

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

#### **Issuer Information**

Georgette Chalou	207-624-8944	ext.	georgette.chalou@maine.gov
------------------	--------------	------	----------------------------

#### **Requestor Information**

Bruce Scott	207-624-8946	ext.	bruce.g.scott@maine.gov
-------------	--------------	------	-------------------------

#### **Agreement Reporting Categories**

**Reason For Modification:** Extending with pricing increase.

#### **Authorized Departments**

16A PUBLIC SAFETY

### Vendor Information

**Vendor Line #:** 1

#### **Vendor ID**

VC0000223842

#### **Vendor Name**

PACIFIC CREST UNIFORM COMPANY

#### **Alias/DBA**

MOUNTAIN UNIFORMS

#### **Vendor Address Information**

800 SOUTHWOOD STE 101-102

INCLINE VILLAGE, NV 89451

US

**Vendor Contact Information**

KIM STERNS  
775-831-7670 ext.  
info@mountainuniforms.com

**Commodity Information**

**Vendor Line #:** 1  
**Vendor Name:** PACIFIC CREST UNIFORM COMPANY  
**Commodity Line #:** 1  
**Commodity Code:** 20000  
**Commodity Description:** MSP Hi-Vis Safety Jacket and Liner  
**Commodity Specifications:** MSP Hi-Vis Safety Jacket and Liner  
**Commodity Extended Description:** High visibility reversible jacket with a zip-in liner that can be worn alone separately. The yellow side of the jacket will be class 3 high visibility yellow and the reversed side will be solid black. The jackets will include the State Police custom specified embellishments.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00		
<b>Catalog Name</b>	<b>Discount</b>	
MSP Hi-Vis Safety Jacket and Liner	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	12/08/17	12/31/22

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

1/11/2022

Signature

Date \_\_\_\_\_

Jaime C. Schorr, Chief Procurement Officer

Vendor  $\times$ 

DocuSigned by:

Kim Stearns

1/11/2022

7B98C8E6E98D490...  
Signature

Date \_\_\_\_\_

Kim Stearns

11/13/2020

Print Representative Name and Title

Division of Procurement Services  
ATTN: Sue Garcia, Procurement Analyst II  
Burton M. Cross Office Building  
9 State House Station  
Augusta, ME 04333-0009  
Tel.: (207) 624-7338  
Fax: (207) 287-6578

Contract Number  
**MA 18P 171207\*64**

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item: Maine State Police Hi-Vis Safety Jacket & Liner.**

**Contractor: Pacific Crest Uniform Company DBA – Mountain Uniforms**

**Contract Period Extended To: December 31, 2022**

Extension Clause: The State reserves the right to extend this contract at new lower pricing and current contract terms and conditions, for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract Number **MA 18P 171207\*64** until **12/31/22** with current pricing and existing terms and conditions remaining as shown in the original Annual Contract Award Notification Copy of which is acknowledged on this date.

Contractor: *Pacific Crest Uniform Company, dba Mountain Uniforms*

By (please print name): *Kim Stearns*

By (Signature): *[Signature]*

E-mail Address: **Kim Stearns - info@mountainuniforms.com**

Date: *1/10/2022*

ACCEPT THE STATE OF MAINE CREDIT CARD: ☒ YES ☐ NO

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

**If you have not produced a monthly report during the past year, please submit them as soon as possible.** (The reports can be emailed to [Sue.h.Garcia@maine.gov](mailto:Sue.h.Garcia@maine.gov))

**Dollar value the State has spent on this contract for the past 12 months: \$ 9747.00**

*\*With updated pricing:  
Hi-Vis Safety Jacket, reversible → \$249.50  
softshell stand-alone liner → \$124.50*

**RIDERS**

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

**RIDER A**  
**Scope of Work and/or Specifications**

MA 18P 171207-064

**Maine State Police**  
**Hi-Visibility Jacket & Liner**

**COMMODITY:** Jacket-High Visibility Yellow, Waterproof, plain and Softshell Liner with Public Safety State Police alterations (See Specifications Below).

**CONTRACT PERIOD:** Contract period December 8, 2017 through December 31, 2022.

**EXTENSION OF CONTRACT:** The Director of Division 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.

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

**QUANTITIES:** It is not known how many of each item will be needed each year. It is understood and agreed that the contract will cover only the actual quantities ordered by the Department, over the length of the contract.

**DELIVERY:** Contractor **MUST** inspect all garments thoroughly before shipment to State Agency. Inspection will not release contractor of the responsibility for faulty workmanship and any faulty item or component part will be repaired or replaced by the vendor. Items (all sizes including special sizes) must be received within 60 to 90 calendar days from receiving order from Department.

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 against Master Agreements over \$5000.00. DO's will be e-mailed to the Vendor at the email address they have set up as a .pdf file. A State of Maine Procurement Card can be used for orders in the amount of \$5,000.00 or less.

**QUARTERLY REPORT:** It will be the responsibility of the vendor to produce a quarterly report. The Division of Purchases requires a quarterly report, please see Code of Conduct Anti Sweatshop fee clause. Email reports to: Sue.h.Garcia@maine.gov

**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 Purchases  
Attn: Vendor Fee  
Burton M. Cross Building, 4<sup>th</sup> 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.

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

## Specifications

### **General description High Vis Outer Jacket:**

Custom reversible jacket with insulation, Safety yellow with 2" reflective bands outside / Solid Black inside, and other custom features per MSP specifications. The jacket must be made of Waterproof-breathable fabric, hi-vis fabric, with durable, black waterproof-breathable liner fabric, reversible and fully seam-sealed on both sides. Must Include: side zips, full-length reversible front zip, numerous pockets and specialized functional features, including but not limited to the below:

#### Specific Configuration:

- Color – Safety Yellow on the primary outside, solid black on the inside
- Fabrics must be integrated waterproof breathable laminated membrane, at waterproof ratings of 20,000mm / 20k breathable, with extra durable water repellent on top.
- 3M™ Reflective meeting photometric performance level 1 or 2 minimum, overlay accents on yellow side as specified, 100% seam sealed in production. One, 2" reflective band encircles below waist, one band across chest, two 2' bands encircle each arm, bands over each shoulder through upper body.
- Double-stitched seams, with inside (reverse-side) clean finish
- ALL seams sealed in manufacturing
- ¾ length heavy-duty jacket
- Badge Tab left front chest on each side.



- Front main zip (right-handed), 2-way zip with plackets for wind and water resistance
- Front upper vertical chest pockets, yellow side (reverse coil)
- Two low, angled front reverse-coil zip pockets, both sides (main and reverse)
- Adjustable sleeve cuffs, ½ elastic with hook and loop tabs
- Black rubber pull tab on zipper sliders
- Microphone loops on shoulders
- 2-way side zips with adjustable tab / snap closure at bottom. Runs under arm for adjustable venting
- Removable hood, with chin guard storable in back rear lower pocket (yellow side)
- Snap closure on main front zipper placket, and bottom of hood where it meets collar
- Thin snap tabs in black side at top of collar, each side of sleeve cuffs to fasten optional liner
- Sizes available in XS-4XL
- Labels sewn in items must include; Care, Size, Country of Origin and Fiber content.

#### Special Maine State Police Embellishment

- Reflective embroidered applique, 3" block lettering on back (yellow side only) to read "STATE POLICE". Lettering to be sewn to the jacket along the outside border of each character using black thread, sewn and seam sealed in production, and is not sewn through reversible side.
- Patches and/or embroidery sewn in production. Embroidery of badge applied and taped in production.
- Shoulder patches (provided by customer) sewn on and seam sealed in production

### General description Black Liner:

All Black, softshell jacket fabric with stretch poly softshell face fabric laminated with waterproof-breathable membrane, warm waterproof-breathable and wind-resistant flexible jacket that will be worn as layering jacket or as a stand-alone jacket.

#### Specific Configuration:

- Jacket must be able to be worn for layering and fastened inside outer jacket included in this bid or as a stand-alone professional identification piece.
- Fabric – 3-layer, Stretch Black nylon face fabric with microfleece backing and waterproof-breathable membrane, bonded lamination
- Jacket must be wind resistant and waterproof breathable at ratings of 5,000mm / 3000mp
- No lining for exposed fleece inside.
- Front main zip with zipper plackets (flap) closing over zipper to protect for wind and water resistance
- One front chest pocket, two front hand-warmer pockets
- Pockets lined with tricot for comfort and warmth
- Mic loops optional at no charge
- Stretch Lycra band at sleeve cuffs
- Soft brush tricot inside collar
- Two (2) inside pockets for convenience
- High quality pocket reverse-coil zippers with all-black zipper pulls for pockets.
- Zipper garage at top collar to protect chin.



- Key clip inside left lower hand-warmerpocket
- All Zippers incorporated will be waterproof.
- Anchor points at sleeve cuffs and collar optional for attachment to wear inside as layering under other jackets.
- Labels sewn in items must include; Care, Size, Country of Origin and Fiber content.

#### Special Maine State Police Embellishment

- Patches and/or embroidery sewn in production – Patches, Provided by department will be put on at no extra cost. Embroidery of front badge required on each jacket.

Inner liner shall have state provided shoulder patches sewn on both left and rights shoulders and the Maine State Police badge embroidered over left chest. (See jpeg image below)



**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 or 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.

RIDER C  
EXCEPTIONS

N/A



## Appendix A

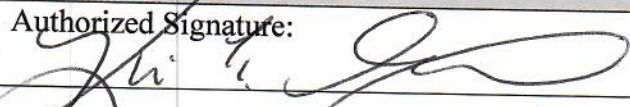
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: <u>Pacific Crest Uniform Company, dba Mountain Uniforms</u>		
Chief Executive - Name/Title: <u>Kim Stearns</u>		
Tel: <u>775-831-7670</u>	Fax: <u>775-201-0198</u>	E-mail: <u>info@mountainuniforms.com</u>
Headquarters Street Address: <u>800 Southwood Blvd #101-102</u>		
Headquarters City/State/Zip: <u>Incline Village, NV, 89451</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>Kim Stearns</u>		
Tel: <u>775-831-7670</u>	Fax:	E-mail: <u>kstearns@mountainuniforms.com</u>
Street Address: <u>800 Southwood Blvd #101-102</u>		
City/State/Zip: <u>Incline Village, NV 89451</u>		

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: <u>Kim E. Stearns</u>	Title: <u>Managing Director</u>
Authorized Signature: 	Date: <u>1/7/2022</u>

*\* please see attached letter for price increase request due to our cost increases, especially this year. Note we have not changed our prices since 2018.*

*Kim*



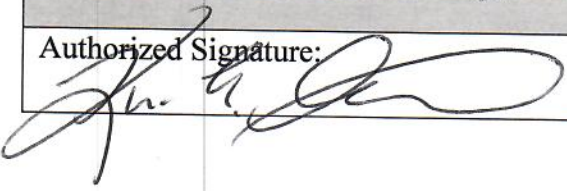
### Debarment, Performance, and Non-Collusion Certification

*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: <i>Kim E. Stearns</i>	Title: <i>Managing Director</i>
Authorized Signature: 	Date: <i>1/7/2022</i>

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC0000223842	8915-SP HI VIS-XSM	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Jacket, Tactical High Vis Reversible Yellow/Black, XSM	Per Public Safety Spec	EA	\$249.50	90
VC0000223842	8915-SP HI VIS-SM	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Jacket, Tactical High Vis Reversible Yellow/Black, SM	Per Public Safety Spec	EA	\$249.50	90
VC0000223842	8915-SP HI VIS-MED	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Jacket, Tactical High Vis Reversible Yellow/Black, MED	Per Public Safety Spec	EA	\$249.50	90
VC0000223842	8915-SP HI VIS-LG	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Jacket, Tactical High Vis Reversible Yellow/Black, LG	Per Public Safety Spec	EA	\$249.50	90
VC0000223842	8915-SP HI VIS-XL	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Jacket, Tactical High Vis Reversible Yellow/Black, XL	Per Public Safety Spec	EA	\$249.50	90
VC0000223842	8915-SP HI VIS-2X	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Jacket, Tactical High Vis Reversible Yellow/Black, 2X	Per Public Safety Spec	EA	\$249.50	90
VC0000223842	8915-SP HI VIS-3X	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Jacket, Tactical High Vis Reversible Yellow/Black, 3X	Per Public Safety Spec	EA	\$249.50	90
VC0000223842	8915-SP HI VIS-4X	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Jacket, Tactical High Vis Reversible Yellow/Black, 4X	Per Public Safety Spec	EA	\$249.50	90
VC0000223842	8915 SP Soft-XSM	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Liner, Jacket, Soft Shell, Zip In or Wear Alone, Black XSM	Per Public Safety Spec	EA	\$232.00	90
VC0000223842	8915 SP Soft-SM	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Liner, Jacket, Soft Shell, Zip In or Wear Alone, Black SM	Per Public Safety Spec	EA	\$232.00	90
VC0000223842	8915 SP Soft-MED	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Liner, Jacket, Soft Shell, Zip In or Wear Alone, Black MED	Per Public Safety Spec	EA	\$232.00	90
VC0000223842	8915 SP Soft-LG	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Liner, Jacket, Soft Shell, Zip In or Wear Alone, Black LG	Per Public Safety Spec	EA	\$232.00	90
VC0000223842	8915 SP Soft-XL	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Liner, Jacket, Soft Shell, Zip In or Wear Alone, Black XL	Per Public Safety Spec	EA	\$232.00	90
VC0000223842	8915 SP Soft-2X	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Liner, Jacket, Soft Shell, Zip In or Wear Alone, Black 2X	Per Public Safety Spec	EA	\$232.00	90
VC0000223842	8915 SP Soft-3X	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Liner, Jacket, Soft Shell, Zip In or Wear Alone, Black 3X	Per Public Safety Spec	EA	\$232.00	90
VC0000223842	8915 SP Soft-4X	PACIFIC CREST UNIFORM CO	MOUNTAIN UNIFORMS	ME Rev Patrol #8915	20000	Liner, Jacket, Soft Shell, Zip In or Wear Alone, Black 4X	Per Public Safety Spec	EA	\$232.00	90