

RIDERS

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|-------------------------------------|--|
| <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 checked="" type="checkbox"/> | Other – Included at Department's Discretion |

MA 18P 1712060000000000063
MODIFICATION

State of Maine



Master Agreement

Effective Date: 12/07/17

Expiration Date: 12/31/20

Master Agreement Description: Clothing, Custom Uniforms - Miane State Police

Buyer Information

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

Issuer Information

Pam Tassinari 207-624-8900 ext. pamela.l.tassinari@maine.gov

Requestor Information

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

Agreement Reporting Categories

Reason For Modification: Extending at current pricing.

Authorized Departments

16A PUBLIC SAFETY

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000067818

Vendor Name

NEPTUNE UNIFORMS & EQUIPMENT INC

Alias/DBA

Vendor Address Information

360 WASHINGTON ST

HAVERHILL, MA 01832

US

MA 18P 17120600000000000063

Vendor Contact Information

Linda Tobin
800-456-1234 ext. 20
ltobin@neptuneuniforms.com

Commodity Information

Vendor Line #: 1

Vendor Name: NEPTUNE UNIFORMS & EQUIPMENT INC

Commodity Line #: 1

Commodity Code: 20000

Commodity Description: Clothing, Custom Uniforms - Maine State Police

Commodity Specifications: Extend at current pricing.

Commodity Extended Description: Master Agreement for Custom Uniforms for the Maine State Police.

| | | |
|-----------------------------------|----------------------------|--------------------------|
| Quantity | UOM | Unit Price |
| 0.00000 | | 0.000000 |
| Delivery Days | Free On Board | |
| 0 | | |
| Contract Amount | Service Start Date | Service End Date |
| 0.00 | | |
| Catalog Name | Discount | |
| Neptune Custom SP Shirts Trousers | 0.0000 % | |
| | Discount Start Date | Discount End Date |
| | 12/07/17 | 12/31/20 |

Please see authorized signatures displayed on the next page

MA 18P 1712060000000000063

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:

Jaime C. Schorr

12/4/2019

Signature

Date

Jaime C. Schorr, Chief Procurement Officer

Vendor NEPTUNE UNIFORMS & EQUIPMENT, INC.

DocuSigned by:

Linda Tobin

12/4/2019

Signature

Date

Linda Tobin

CO OWNER/DIRECTOR

Print Representative Name and Title

RIDER A
Scope of Work and/or Specifications

Dress Uniforms
Maine State Police
MA 18P 171206*063

COMMODITY: Dress Uniforms, Trousers, Winter Shirts & Summer Shirts. No Substitutions will be accepted on fabric specs. See attached for complete specifications.

CONTRACT PERIOD: December 7, 2017 through December 31, 2020. Extensions will be offered at the discretion of the Department.

EXTENSION OF CONTRACT: The Director of the 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 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.

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 10 working 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.

Failure to comply with the above provisions could be considered a breach of contract.

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

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.

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:

Div. of Procurement Serv.
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.

WINTER SHIRTS (LONG SLEEVE) - SPECIFICATIONS

FABRIC: Raeford 561-114 or Cleyn & Tinker International #A3002 color # 0052; 8-8 1/2 oz. Tropical worsted, 55% Dacron polyester 45% wool; stock dyed. Shoulder straps and pocket flaps to be made of Raeford 571-561Black 55% Poly/45% Wool (NO SUBSTITUTES)

COLOR: FrenchBlue

STYLE: Long sleeves men's shirt with dress collar. Black shoulder straps and pocket flaps. Regulation police style.

COLLAR: Military type; 1-1/2" wide at back center line tapering to 3" at point. Lining of collar to be sat in and the same color as shirt, "French Blue."

YOKE: Two ply of basic cloth and shall extend from armhole into shoulder seam & collar. Outside yoke topstitched. Small uncut buttonholes to be set under buttons matching shoulder strap buttonholes, self-lined

LINING FABRIC: Self-lined, lining to be same color as shirt "French Blue".

NECK LINING: Self-lined, same color as shirt, FrenchBlue.

BAND: Stand is approximately 1 3/4" high, die cut.

FRONTS: To have a 1 1/2" placket on top center front. Front to have seven (7) buttons and seven (7) buttonholes (**Buttons to be spaced accordingly, last button should be 5 inches from bottom of shirt to last button centered**). Top buttonhole (neck) to be horizontal, remaining six (6) buttonholes to be vertical. **See "Buttons" for complete description.**

NOTE: Pockets must be centered between front shirt center button hole and side armhole seams according to size. Baked in crease must be centered thru pockets.

FLAPS: Two-piece die cut and creased to insure uniformity. Black flaps are to measure 5 7/8" wide, 2 1/4" long at sides and 2 1/2" long at center point with deep scallops. Velcro on underside of flaps 1" long x 1/2" wide positioned on outer points of both pocket flaps. Pencil division through left flap. Flaps to be lined with #550 Stabilized Mello-Press interlining. Flaps to have vertical buttonholes for metal L-24 ligne button on top of pocket pleat.

POCKETS: Die cut and creased to insure uniformity. Two pockets with 1/2" hem; 1 1/2" box pleats stitched to prevent spreading. 6" deep by 5 5/8" wide with mitered corners. Left pocket to have 1 1/2" pencil division. Each Pocket to have horizontal buttonhole hole for metal L-24 ligne button and held with a toggle on back. Each pocket to have Velcro to correspond with Velcro on flaps.

NOTE: Pockets must be centered between front shirt center button hole and side armhole seams according to size. Baked in crease must be centered thru pockets.

BADGE HOLDER: Two eyelets to be placed in body of shirt in center line of left pocket. Bottom eyelet to be approximately 1" above top of pocket flap and top eyelet to be 1-1/4" above bottom eyelet. A piece of shirt material approximately 1-1/2" wide x 2" deep shall be securely stitched on inside of shirt to reinforce eyelets. Secure stitching should not be seen when badge is in place.

SLEEVES: Maine State Police emblem to be sewn on both sleeves within 1 / 4" of shoulder seam centered below the shoulder strap with a baked in crease centered entire length of sleeve, breathing holes: Four (4- 2 on each side) reinforced eyelets (breathing holes) (same size as badge holder eyelets) under armpit approx. 1" from each seam. Button and button hole to be applied midway between top of cuff and upper opening of placket.

SHOULDER STRAPS: Black straps to measure 2" at sleeve head, tapered to 1 5/8" at ends, which are to be pointed 7/8". Straps to be set into shoulder seams by single needle machine. Straps to be single stitched forming a "X". Length of straps to graduate according to size of shirt. Metal L-24 ligne buttons attached to yoke to match shoulder strap buttonholes.

CLOTH SHOULDER PROTECTOR FOR METAL BUTTONS: There is to be a Reinforcement of self-cloth 1 " wide by approximately 2 1/2," long that is set into the collar seam and stitched to the yoke so as to prevent shank of metal button, if used on shoulder straps, from digging into wearer's shoulder.

BACK: Yoke across back shall be two ply of the basic cloth and shall extend from armhole into shoulder seams and collar. "Yoke must be 4" from center of collar edge stitching down to the yoke stitching"

SEAMS: Armhole seams, side seams and mm sleeve seams are to be double lapped 3/8" wide with two (2) rows of stitching 1/4" apart.

INTERLININGS: Collar and Collar Band interlinings shall be 3.5 ounce per yard. Interlinings 4.25 to 4.75 ounce per yard shall be used in cuffs, pocket flaps and shoulder straps.

SLEEVE DEVICES: Colored patch as provided by Maine State Police to be sewn on both sleeves within 1/4" of shoulder seam centered on the shoulder strap.

CREASES: Five 1/16" baked in military creases, one on each front and three on back. Note: "No creases thru pockets or flaps".

LENGTH: Minimum length based on size 16 to be approximately 32" measured from back of collar seam to bottom of tail center of back - to increase according to size.

BUTTONS: Seven (7) Buttons total. Button on collar will be size 3/8 inch, 4-hole style, six (6) remaining buttons to be size Y, inch, 4-hole style. All buttons will be of first quality pearlized polyester in a matching or coordinating color, to withstand excess wear and laundering.

LININGS: Collar and flap linings are to be self-fabric.

THREAD: Spun polyester threads.

STITCHING: Double lapped 3/8" wide with two rows of stitching 1/4" apart on sleeves, armhole seams and side seams. Single stitching on shoulders and pockets.

CUTTING: Collar band, pockets, shoulder straps and flaps to be die-cut to insure uniformity.

PRESSING: Component parts must be pressed on hot head machines; finished shirts to be folded and hand pressed.

SIZES: Sizes to be in collar size 13-13 1/2 thru 20.

GENERAL FINISHED APPEARANCE: All finished garments are to be neatly pressed without gathers, unsightly wrinkles, etc. All thread ends shall be removed.

LABEL: Each garment shall have a cloth label approximately 3" long x 2" wide sewn on all four sides to the bottom left front shirt tail showing vendor's name, date furnished and size of garment. Label lettering shall be of permanent ink to last the life of the garment.

NOTE: Shirts to be individually wrapped in plastic.

SUMMER SHIRTS (SHORTSLEEVE) - SPECIFICATIONS

FABRIC: Raeford 561-114 or Cleyn & Tinker International #A3002-0052 color. 8-8 1/2 oz. Tropical worsted, 55% Dacron polyester 45% wool; stock dyed. Shoulder straps and pocket flaps to be made of Raeford 571-561 Black 55% Poly/45% Wool.

COLOR: French Blue

STYLE: Short sleeves men's shirt with casual "open" collar with self-fabric facing. Black shoulder straps and pocket flaps.

COLLAR: Casual style collar with points approximately 3" long, top stitched 3/16" from edge, die-cut with permanent fused collar stays. Lining of collar to be satin and the same color as shirt "French Blue".

YOKE: Two ply of basic cloth shall extend from armhole into shoulder seam & collar. Outside yoke topstitched. Small uncut buttonholes to be set under buttons matching shoulder strap buttonholes. **"Yoke must be 4" from center of collar edge stitching down to the yoke stitching"**

LINING FABRIC: Self Lined

FRONTS: To have a 1 1/2" placket on top center front. Front to have seven (7) buttons and seven (7) buttonholes (**Buttons to be spaced accordingly, last button should be 6 inches from bottom of shirt to last button centered**). Top buttonhole (neck) to be horizontal, remaining six (6) buttonholes to be vertical. **See "Buttons" for complete description.**

FLAPS: One-piece die cut and creased to ensure uniformity. Black flaps are to measure 5 ½” wide, 2 ½” long at sides and 2 ¾” long at center point with deep scallops. Velcro on underside of flaps 1” long x ½” wide positioned on outer points of both pocket flaps. Pencil division through left flap. Flaps to be lined with Crease & Tack lining. Flaps to have vertical buttonholes for metal L-24 ligne button on top of pocket pleat.

POCKETS: Die cut and creased to insure uniformity. Two pockets with ½” hem; 1 ½” box pleats stitched to prevent spreading. 6” deep by 5 5/8” wide with mitered corners. Left pocket to have 1 ½” pencil division. Each Pocket to have horizontal buttonhole hole for metal L-24 ligne button and held with a toggle on back. Each pocket to have Velcro to correspond with Velcro on flaps.

NOTE: Pockets must be centered between front shirt center button hole and side armhole seams according to size. Baked in crease must be centered thru pockets.

BADGE HOLDER: Two eyelets to be placed in body of shirt in center line of left pocket. Bottom eyelet to be approximately 1” above top of pocket flap and top eyelet to be 1-1/4” above bottom eyelet. A piece of shirt material approximately 1-1/2” wide x 2” deep shall be securely stitched on inside of shirt to reinforce eyelets.

SLEEVES: One-piece 9 ½” to 10” in length with 1” double stitch hem. Simulated 1 ½” cuff with inverted V-notch opening measuring 1” on outside of sleeve. Sleeve to measure approximately 6 ½” from armpit to outer edge of hem. Four (4-2 on each side) reinforced eyelets (breathing holes) (same size as badge holder) under armpit approx. 1” from each seam. (Add Breathing Holes). Maine State Police emblem to be sewn on both sleeves within ¼” of shoulder seam centered below the shoulder strap with a baked in crease centered over V-notch.

SHOULDER STRAPS: Black straps to measure 2” at sleeve head, tapered to 1 5/8” at ends, which are to be pointed 7/8”. Straps to be set into shoulder seams by single needle machine. Straps to be single stitched forming a “X”. Length of straps to graduate according to size of shirt. Metal L-24 ligne buttons attached to yoke to match shoulder strap buttonholes.

CLOTH SHOULDER PROTECTOR FOR METAL BUTTONS: There is to be a reinforcement of self-cloth 1” wide by approximately 2 ½” long that is set into the collar seam and stitched to the yoke so as to prevent shank of metal button, if used on shoulder straps, from digging into wearer’s shoulder.

BACK: Yoke across back shall be two ply of the basic cloth and shall extend from armhole into shoulder seams and collar. Yoke must be 4” from Center of collar stitching to bottom of yoke stitching.

SEAMS: Armhole seams, side seams and arm sleeve seams are to be double lapped 3/8” wide with two (2) rows of stitching ¼” apart.

INTERLININGS: Collar and Collar Band interlinings shall be 285 Stabilized Mello-Press and the top center, flaps, cuffs and shoulders straps with 550 Stabilized Mello-Press.

SLEEVE DEVICES: Colored patch as provided by Maine State Police to be sewn on both sleeves within ¼” of shoulder seam centered on the shoulder strap.

CREASES: Five 1/16” basted in military creases, one on each front and three on back. Note: “No creases thru pockets or flaps”.

LENGTH: Minimum length based on size 16 to be approximately 32” measured from back of collar seam to bottom of tail center of back – to increase according to size.

BUTTONS: Button on collar and last button will be of first quality pearlized polyester in a matching or coordinating color, to withstand excess wear and laundering. Size will be 17-ligne at neck and 19-ligne at bottom front, 4-hole style. Five metal L-24 ligne buttons will be set thru “Horizontal Eyelets” and held with a toggle on back.

LININGS: Collar and flap linings are to be self fabric.

THREAD: Spun polyester threads.

STITCHING: Double lapped 3/8” wide with two rows of stitching ¼” apart on sleeves, arm hole seams and side seams. Single stitching on shoulders and pockets.

CUTTING: Collar band, pockets, shoulder straps and flaps to be die-cut to insure uniformity.

PRESSING: Component parts must be pressed on hot head machines; finished shirts to be folded and hand pressed.

SIZES: Sizes to be in collar size 13-13 1/2 thru 20.

GENERAL FINISHED APPEARANCE: All finished garments are to be neatly pressed without gathers, unsightly wrinkles, etc. All thread ends shall be removed.

LABEL: Each garment shall have a cloth label approximately 3” long x 2” wide sewn on all four sides to the bottom left front shirt tail showing vendor’s name, date furnished and size of garment. Label lettering shall be of permanent ink to last the life of the garment.

NOTE: Shirts to be individually wrapped in plastic.

TROUSERS SPECIFICATIONS

MATERIAL: Raeford style # 539-114 gabardine weave, French Blue, stock dyed, 55% dacron polyester/45% wool, weight 14-14-1/2 ounces or Cleyn & Tinker International #A3005 color # 0062, will only be accepted.

STYLE: The trousers shall conform to modern update contour, **athletic cut (more relaxed fit thru thigh area) pant leg to be straight leg cut.** Plain front with side front pockets and two back pockets with flaps, snugtex waistband, lined crotch, 1 1/2" wide stripe.

DARTS: Two darts. One on each of the back panels, carefully tapered off. The seams shall be pressed open. The lower end of the dart shall be securely tacked and finished at the top edge of the hip pocket opening. Dart is not to extend through the pocket.

SIDE POCKETS: Two regular side pockets let in by each side seam behind the black side stripe. Finished opening to be 6 1/2". Pocketing to be sewed into the waistband seam 14" deep from finished waistband seam and 7 1/2" wide across the finished pocket at lower end of the opening. Pocket facing shall extend into the pocket not less than 1 1/2" the entire length of the pocket. The facing shall be double stitched to the pocket. There shall be no gapping or stretching of finished pocket opening.

HIP POCKETS: Two double welt pockets. Length of opening shall be 5 1/2". Double welt shall not be more than 1/4" finished. Button down flap over both hip pockets. Position of pocket shall be 1 1/2" from back edge of side seam, 3" below and parallel with waistline seam. Pocketing shall extend and be sewed into waistband. Depth of pocket from opening shall be 7".

HIP POCKET FLAPS: Flaps are formed of the same material as the trousers and to be backed with silesia. Lining and fabric to be sewn together and turned to form a good finished appearance and then button hole to be made. Tab to be finished plain.

POCKETING: Cotton drill, good quality #2.50, 72 x 60, 1.96 Fly interlining: silesia gray. Curtain & Lining Material: Cadet Blue cotton 2.50 weight, approximately 76 x 76, Edge Tape: 3/8" tape, French Blue color to match trousers material, good grade and pre-shrunk.

WAISTBAND: Outside waistband is to be a minimum of 2" wide, (self-material). It will be sewn to the waistband lining at top and waistband curtain is then blind stitched at the bottom.

WAISTBAND CONSTRUCTION: Right fly lining and crotch piece extension lined with same material as pocketing. (To be one piece and sewn down flat). There is to be continuous French fly extension at the end of the French fly that will attach to button that is sewn on left side of waistband lining. Left fly is to be lined and corded.

INNER WAISTBAND: Inner waistband to be Comfoli in Action III with XI .91 interlining. Inner waistband to be composed in two parts, a 2 1/2" wide two-zone inner waistband and a 1" wide interlining of elastic. The 2 1/2" side inner waistband shall be composed of a 4% nylon/86% Polyester/10% Spandex. It will have 45% manual elongation and a two-zone construction. The upper zone is stiff to give body to upper

waistband portion and help prevent waistband rollover and ribbed to help hold shirttail in. The lower part is soft to stretch around the hips, supporting the slack. The 1" wide stiff elastic will be an interlining to form the cap of the trousers and help prevent waistband rollover. This elastic shall be composed of 5% Nylon Monofilament/84% Polyester /11% Spandex with a manual elongation of 35% (+ or- 1%). Waistband is blind-stitched, not topstitched to assure banding stretch. Bottom portion is specially beamed and warped in a diagonal twill portion of band, approximately 1/4' high letters (CIA III), with a 4.75" separation between each identification repeat.

BELT LOOPS: Seven loops each 1 " wide and finished to 2" long. Two to be directly back of the side seams. Two to be set with a space clearance of 5" from the loops back of the side seams. One loop centered on back. Two to be evenly spaced between side loops and the one centered in the back. Belt loops to be formed of double thickness of trouser material, seamed and turned, with the seam pressed open. Seams to be centered on the underside of belt loops and stitched lengthwise 1/4" from edge.

STRIPE: One row 1 1 / 2 " wide black stripe to be set into the waist band and extend to the bottom of each leg. Side stripe is to have edges turned under and one row of stitching on each side of stripe 1/16" from each edge. Black thread to be used. The side stripe is to cover the entire out seam, from the waistband to the junction of the front pocketing opening, is to overlap the side seam by 1/8", from the pocket opening junction to the bottom of the trousers. Stripe to be made of Raeford Style #521-561, 11 1/2"-12 oz. Gabardine, 55% Dacron/Polyester /45% wool, color to be black. The side stripe shall be evenly stitched without pleats and puckers and finished smooth and flat without a ripple of wavy appearance.

ZIPPER & CLOSURE: Talon (Gripper-Zipper) #260 Brass or equivalent will also have metal bottom stop, permanent press treated tape, hook-flex steel waistband closure.

CROTCH LINING: There shall be stitched on the foreparts and back parts at the crotch a folded triangular crotch lining piece of double thickness white cotton lining materials. Triangular dimensions of crotch liners are to be approximately 3 1/2" x 9". Crotch lining to be made of Cadet Blue cotton lining fabric.

CREASING: Front & back Fashion Set permanent creases. Fashion Set is a special process for permanent front and back creases, formed by an invisible resin treatment. It is bonded to the inside of the trousers, insuring clean, sharp, straight creases. Fashion Set is not a baked-in process that can bum or damage cloth fibers.

SEAMS GENERAL: All side seams, inseams, seat seam, waist seam and darts are to be pressed open. Seat seams and inseams are to be chain stitched. Seat seam is to be "Double Chain Stitched". Inseams are to be double stitched from the crotch to the knee. The seat seam outlet is to be tapered from the crotch to the waist. There is to be sufficient material to allow from "no outlet" at the crotch to 3" outlet to the waist.

STITCHING, PRESSING AND FINISHING: The trousers must be stitched with matching thread and all stitching must be 10-11 stitches per inch. The trousers must be neatly pressed on hot head presses and properly shaped. Out seams and inseams must be pressed open to maintain a neat and professional appearance. The trousers must be cleaned and finished to eliminate loose threads. There must be a Texpak clip attached to the top fly of the finished trousers to insure shape retention during shipping.

LABELING: All trouser will be finished with a woven (not printed) label, permanently affixed. It will include the correct fiber content of the fabric and identification of brand as well as garment care instructions.

CARE INSTRUCTIONS: Professional Dry Clean.

SIZES: To be sizes 28, 29, 30, 31, 32, 33, 34, 36, 38, 40, to 50 in open unfinished lengths, enough material for 38" finished inseam.

**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.

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: Neptune Uniforms & Equipment, Inc. | | |
| Chief Executive - Name/Title: Mitchell Cohen, Manager | | |
| Tel: 978-372-8812 | Fax: 978-521-0672 | E-mail: info@neptuneuniforms.com |
| Headquarters Street Address: 360 Washington Street | | |
| Headquarters City/State/Zip: Haverhill, MA 01832 | | |
| <i>(provide information requested below if different from above)</i> | | |
| Lead Point of Contact for Bid - Name/Title: | | |
| Tel: | Fax: | E-mail: |
| Street Address: | | |
| 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: Mitchell Cohen | Title: Manager |
| | |
| Authorized Signature:  | Date: 11/22/19 |


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: Mitchell Cohen | Title: Manager |
| | |
| Authorized Signature:  | Date: 11/22/19 |

| VENDOR CUSTOMER NUMBER | SUPPLIER PART NUMBER | SUPPLIER NAME | MANUFACTURER NAME | MANUFACTURER PART NUMBER | COMMODITY CODE | ITEM DESCRIPTION | EXTENDED DESCRIPTION | UNIT OF MEASURE | LIST PRICE | DELIVERY DAYS | PRODUCT/CATEGORY |
|------------------------|----------------------|---------------|---------------------|--------------------------|----------------|------------------------------------|-------------------------|-----------------|------------|---------------|------------------|
| VC1000067818 | 4721 | Neptune | Fechheimer | MESPLS | 20000 | Shirt SP Custom Lg Siv French Blue | Minimum Order 180 units | ea | \$76.00 | 45 | |
| VC1000067818 | 2341 | Neptune | Fechheimer | MESPSS | 20000 | Shirt SP Custom Sh Siv French Blue | Minimum Order 180 units | ea | \$72.00 | 45 | |
| VC1000067818 | 5753 | Neptune | Nationwide Uniforms | MESPPT | 20000 | Trousers SP Custom French Blue | Minimum Order 180 units | ea | \$75.00 | 45 | |

Division of Purchases
Burton M Cross Bldg.
9 State House Station
Augusta, ME 04333-0009
Tel. (207) 624-7338
Fax.# (207) 287-6578

Contract Number
MA 171206*63

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Clothing, Custom Uniforms – Maine State Police

Contractor: Neptune Uniforms & Equipment Inc.

Contract Period Extended To: 12/31/20

Extension Clause: The State reserves the right to extend this contract 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 No # MA 171206*63 until December 31, 2020 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: Neptune Uniforms & Equipment Inc.

By: Linda Tobin - Linda C. Tobin

E-mail Address: info@neptuneuniforms.com

Date: 11/27/19

Dollar value the State has spent on this contract for the past 12 months: \$ 21,165⁰⁰