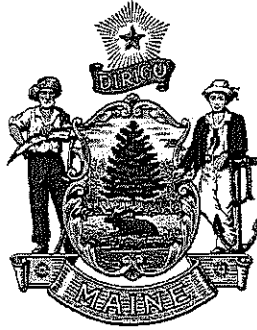


NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 01/17/19

**Expiration Date:** 12/31/21

**Master Agreement Description:** DOC Uniforms - Elbeco Shirts, Altered (Customized) Pants

**Buyer Information**

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

**Issuer Information**

MARY BROCHU 207-287-3237 ext. mary.l.brochu@maine.gov

**Requestor Information**

Mark S Mccarthy 207-287-4389 ext. MARK.S.MCCARTHY@MAINE.GOV

**Authorized Departments**

- 03A CORRECTIONS
- 03B ME STATE PRISON
- 03C ME CORRECTIONAL CTR
- 03D DOWNEAST CORRECTIONAL FACILITY
- 03E CHARLESTON CORRECTIONAL FAC

**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

**Vendor Contact Information**

Mitch Cohen

800-456-1234 ext. 20

info@neptuneuniforms.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** NEPTUNE UNIFORMS & EQUIPMENT INC

**Commodity Line #:** 1

**Commodity Code:** 20000

**Commodity Description:** DOC Uniforms - Elbeco Shirts, Altered (Customized) Pants

**Commodity Specifications:** Master Agreement for DOC Uniforms - Statewide locations - Elebeco Shirts Altered Customized Pants. Please see attachments for complete terms and conditions.

**Commodity Extended Description:** DOC Uniforms - Elbeco Shirts, Altered (Customized) Pants

|  |  |                                      |
|--|--|--------------------------------------|
| <b>Quantity</b><br>0.00000                 | <b>UOM</b><br><br>                     | <b>Unit Price</b><br>\$0.00          |
| <b>Delivery Days</b><br>45                 | <b>Free on Board</b><br><br>           |                                      |
| <b>Contract Amount</b><br>\$0.00           | <b>Service Start Date</b><br><br>      | <b>Service End Date</b><br><br>      |
| <b>Catalog Name</b><br>DOC Uniforms Elbeco | <b>Discount</b><br>0.0000 %            |                                      |
|  | <b>Discount Start Date</b><br>01/17/19 | <b>Discount End Date</b><br>12/31/21 |

**Terms and Conditions**

**Agreement Terms and Conditions**

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

**Elbeco Shirts & Altered (Customized) Pants**  
**Department of Corrections – Statewide Facilities**  
**Contract Terms and Conditions**

**COMMODITY:** Elbeco Shirts & Altered (Customized) Pants, see attached for complete description.

**CONTRACT PERIOD:** Immediately through December 31, 2021 with two (2) one (1) year optional extension periods. Extension periods will be offered at the discretion of the Division of Procurement Services.

**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.

**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.

**INVOICES:** All invoices must reference Contract Number and Vendor Customer Number, failure to do so could cause lengthy delays of payment of invoices.

**QUANTITIES:** Quantity is unknown at this time. It is understood and agreed that the contract will cover 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 with 12 weeks from receiving order from Department.

The Contract 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 (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 Purchases will e-mail the .pdf order to the Vendor.

**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.

**QUARTERLY REPORT:** The Division of Procurement Services **requires a quarterly report of sales** be emailed 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.  
E-mail: [Sue.h.Garcia@maine.gov](mailto:Sue.h.Garcia@maine.gov)

| 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 |
|-----------------|----------------------|------------------|-------------------|--------------------------|----------------|--|--|-----------------|------------|---------------|-------------------|
| VC1000067818    | 840                  | Neptune Uniforms | Elbeco            | 840                      | 20000          | Shirt ELBECO Distinction Long Sleeve, Mens   | Sizes 14.5-22, No Substitutes                                      | EA              | \$63.00    | 45            |                   |
| VC1000067818    | 8840                 | Neptune Uniforms | Elbeco            | 8840                     | 20000          | Shirt ELBECO Distinction Short Sleeve, Mens  | Sizes 14.5-22, No Substitutes                                      | EA              | \$60.00    | 45            |                   |
| VC1000067818    | 9340                 | Neptune Uniforms | Elbeco            | 9340                     | 20000          | Shirt ELBECO Distinction Long Sleeve, Women  | Sizes 30-50, No Substitutes  | EA              | \$62.00    | 45            |                   |
| VC1000067818    | 9840                 | Neptune Uniforms | Elbeco            | 9840                     | 20000          | Shirt ELBECO Distinction Short Sleeve, Women | Sizes 30-50, No Substitutes  | EA              | \$60.00    | 45            |                   |
| VC1000067818    | E494RN               | Neptune Uniforms | Elbeco            | E494RN                   | 20000          | Pants ELBECO Distinction 4-Pocket Altered    | Altered W/1" french blue striping down leg seam. Mens Sizes 28-54  | EA              | \$75.00    | 45            |                   |
| VC1000067818    | E9494LCN             | Neptune Uniforms | Elbeco            | E9494LCN                 | 20000          | Pants ELBECO Distinction 4-Pocket Altered    | Altered W/1" french blue striping down leg seam. Womens Sizes 2-26 | EA              | \$75.00    | 45            |                   |

Appendix A

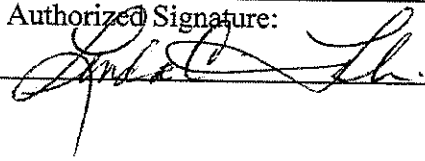
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

|  |                   |                                     |
|--|-------------------|-------------------------------------|
| Bidder's Organization Name: Neptune Uniforms & Equipment, Inc.       |                   |                                     |
| Chief Executive - Name/Title: Linda Tobin                            |                   |                                     |
| Tel: 978-372-8812  | Fax: 978-521-0672 | E-mail:<br>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: Linda Tobin  | Title: Co-owner, Manager |
|  |                          |
| Authorized Signature:<br> | Date: 01/14/19           |

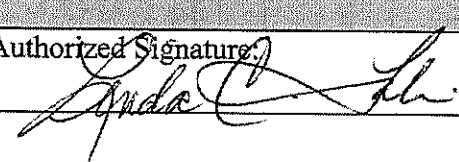
**Debarment, Performance, and Non-Collusion Certification**

*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: Linda Tobin   | Title: Co-owner, Manager |
|   |                          |
| Authorized Signature:  | Date: 01/14/19           |

**Appendix D**

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

**MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

**RFQ # 03A 181221\*195**

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

**Maine Business Analysis**

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

**Maine Economic Impact**

1. Fill in the amount stated on your company's most recent W-2 for:
  - Income taxes paid in Maine
  - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

|                             |                                    |
|-----------------------------|------------------------------------|
| Bidder's Organization Name: | Neptune Uniforms & Equipment, Inc. |
|-----------------------------|------------------------------------|

| <b>MAINE BUSINESS ANALYSIS</b> |           |                 |
|--------------------------------|-----------|-----------------|
|                                | Total     | Maine Residents |
| Number of FTE Employees:       | 11        | 0               |
| Payroll:                       | \$597,003 | 0               |

| <b>MAINE ECONOMIC IMPACT</b>                |   |
|---|---|
| Income Taxes Paid (State):                  | 0 |
| Property Taxes Paid (Local):                | 0 |
| Wages to Maine Residents:                   | 0 |
| Payments to Maine Subcontractors Estimated: | 0 |



**Appendix E**

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION**

**RFQ # 03A 181221\*195**

**DOC Uniforms - Elbeco Shirts & Altered (Customized) Pants  
No Substitutes**

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

Yes, with conditions as follows:

No

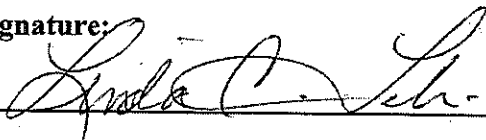
**Name of Company:**

**Neptune Uniforms & Equipment, Inc.**

**Address:**

**360 Washington Street Haverhill, MA 01832**

**Signature:**



**Date:** 01/14/19

State of Maine RFQ # 03A 181221\*195  
Rev. 3/19/2018

are assembled. These may include obligations with regard to forced labor, indentured labor, slave labor, child labor, involuntary prison labor, physical and sexual abuse, and freedom of association.

QUOTATION #: 03A 181221\*195

Part numbers covered by this document:

840, 8840, 9340, 9840, E494, E9494

---

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: Neptune Uniforms & Equipment, Inc.

Street Address: 360 Washington Street

City, State, Zip code: Haverhill, MA 01832

Telephone: 978-372-8812 Fax: 978-521-0672

Authorized Signature: 

Printed Name and Title: Linda Tobin, Co-owner/Manager

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

Name of Mfr. Elbeco Incorporated

Plant Name Ermo Industrial S. A. De C.V.

Street Address Pilaes 1540 Int. 2, col. Letran Valle

City/State Delegation Benito Javrez

Country Mexico D.F.C. P 03650

Telephone # 1-800-468-4654

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

Before me Sandra Wise

Date 01/14/19

---

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