

MA 18P 2006100000000000158  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 06/10/20

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

**Master Agreement Description:** Dress Blouse Tunics - French Blue - Maine State Police

**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 thru December 31, 2022, vendor holding 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

**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:** Dress Blouse Tunics - French Blue - Maine State Police

**Commodity Specifications:** Master Agreement for Dress Blouse Tunics, French Blue. Please see attachment for complete specifications made a part of this MA.

**Commodity Extended Description:** Dress Blouse Tunics - French Blue.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b> 90	<b>Free On Board</b>	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> SP Dress Tunic	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 06/10/20	<b>Discount End Date</b> 12/31/22

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
Jaime C. Schorr 7/18/2022  
6D6437754DD0459...  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor NEPTUNE UNIFORMS & EQUIPMENT, INC.

DocuSigned by:  
Linda Tobin 7/18/2022  
906F88CA12664CF...  
Signature Date

Linda Tobin President/Co-owner

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 200610\*158**

**EXTENSION OF ANNUAL CONTRACT**

**Commodity Item:** Maine State Police Class A Dress Blouse Tunic.

**Contractor:** Neptune Uniforms & Equipment Inc.

**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 200610\*158** 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: *NEPTUNE Uniforms + Equipment*

By (please print name): *Linda C. Tobin*

By (Signature): *Linda C. Tobin*

E-mail Address: **Linda Tobin - ltobin@neptuneuniforms.com**

Date: *7-15-22*

**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: \$ \_\_\_\_\_**

**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**  
**Dress Blouse Tunics**  
**Maine State Police**

**COMMODITY:** Dress Blouse Tunic, Color French Blue, see below for complete specifications & attachment for drawings.

**CONTRACT PERIOD:** Immediately thru December 31, 2022, two (2) year contract with the option of (1) one (3) three-year renewal will be issued as a result of this contract.

**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.

**COMPANY CONTACT PERSON:** The contact person will help consumers place orders, inquire about orders that have not been delivered, any and all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: Linda Tobin Tel: 978-372-8812 Email: [ltobin@neptuneuniforms.com](mailto:ltobin@neptuneuniforms.com).

**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:** The quantity of items ordered yearly is approx. 1 dozen. It is understood and agreed that the contract will cover the actual quantities ordered by the Maine State Police over the length of the contract. Orders may be more or less of the anticipated quantities.

**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.

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 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 Procurement Services' 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](mailto:sue.h.garcia@maine.gov) within 30 days of the end of each calendar quarter, it will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

**CODE OF CONDUCT ANTI-SWEATSHOP FEE:** Within 30 days of the end of each calendar quarter, you are required to pay a fee in the amount of 1% of the total dollar value of goods purchased through this contract during that quarter. Your payment must be accompanied by a report showing the dollar value of goods purchased, broken down by Department, the total dollar value of purchases by all Departments, and the calculation of 1% of the total dollar value as the fee for the quarter. Checks must be made payable to the Treasurer, State of Maine and must be delivered, along with the quarterly report, to:

Division of Purchases  
Attn: Vendor Fee  
Burton M. Cross Building, 4th Floor 9 SHS  
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.

### **Maine State Police Blouse - Tunic - Male & Female Specifications**

Maine State Police Blouse Tunic - French Blue - Male & Female

**Design:** The Tunic shall be a single breasted, form fitting, military type garment designed in accordance with the drawing attached and forming part of this specification, and the sealed sample. The Tunic shall have a five-button closure, stand collar and two-piece set-in sleeves. The female tunic shall be buttoned the same way as the male tunic, from left to right.

In the event of any inconsistency in contract, documents, specifications, drawing, or sealed sample, the aforementioned shall prevail; in the following order:

- I - Contract
- II - Specification
- III - Drawing
- IV- Sealed sample

**Fabric Shell:** RAEFORD #539-114 (French Blue). Worsted Gabardine, 14-14 Y, oz. Material to be purchased from The Raeford Worsted Co.

**Shoulder Straps & Gorget Patches:** Hamburger Woolen Co., #801 No. 17 oz. all wool Elastique. (Black). The straps will be interlined with canvas, in accordance with the sealed sample. They shall be sewn into the sleeve and positioned to cover the shoulder seam when the strap is buttoned. The free end of the straps shall finish 6mm from the collar seam and have a button hole to fit a 19mm State of Maine Silver button

**Linings:** Body, Pocket flaps, Pocket stays- lining acetate- French Blue. Sleeves, acetate, Collar & Shoulder Straps lining- acetate.

**Throat Tab:** The throat tab lining will be in accordance with the sealed sample

**Interlinings:** Collar- Heavy Buckram. Fronts- hymo or linen Canvas or Felt of approved quality or fused fronts meeting the current requirements of the Colonel's approval.

**Buttons:** 29 Ligne, rhodium finish, State of Maine Seal for front, pockets and shoulder straps. 27 Ligne, rhodium finish, State of Maine Seal for cuffs. The State of Maine, Department of Public Safety will supply buttons

**Collar:** Velcro Closure. (Black). Lined in accordance with the sealed sample. On the right side of the collar closure there will be ½" letters ME. Embroidered in gold thread and on the left side of the closure there will be ½" letters S.P.

The collar interlining shall be a heavy Buckram according to sealed sample.

**Thread:** Seams & Edges- No. 36 3-cord, mercerized cotton finish of matching shade, with 10-12 stitches per inch.

**Serging & Felling:** Silk finishes of matching shade.

**Buttons:** To be sewed on with No. 25 linen, waxed.

**Stitching:** All stitching shall be lock-stitch. There shall be not less than four nor more than five stitches per centimeter. The beginning and ending of all stitching shall be securely backstitched or tacked, unless secured by other stitching.

**Detail Requirements:** Design- The Tunic shall be Single-Breasted, form fitting, military type of garment designed in accordance with the attached drawing. The Tunic shall have a 5-button closure, stand collar and two-piece set-in sleeves.

**Sleeves:** Shall be fully lined with material specified and have sewn on blunt pointed cuffs of shell material. There shall be an inch outlet on the underarm sleeve seam from the elbow to the armpit. Maine State Police shoulder patches will be applied to each sleeve ½" in from shoulder seam. The State of Maine, Department of Public Safety will supply all shoulder patches.



**Body:** The Tunic shall be shaped by means of three suppression darts on each front, i.e. a front waist dart, an underarm dart and a dart from the collar seam to the breast. The shoulder and sleeve heads shall be padded. The Tunic shall have a one inch turn up and shall be half-lined with material specified. There shall be a one-inch outlet on side seams and all open seams shall be taped with the lining specified. Vents at the bottom of each side seam shall be 4-1/2 inches long and securely stayed. There shall be attached to the rear of the body two, one-inch wide finished belt loops made of the shell material and have one silver snap closer on each loop.

**Collar:** The collar shall be made of shell material stiffened with buckram and shall be two inches high. The lining shall not be less than 1/16 inch from the top of the collar. The two Gorget patches of material specified shall meet evenly in the front; the top and bottom edges of each patch shall extend 2 3/4 inches with the point extending to 3-1/2 inches as shown on the drawing. The Velcro collar closure shall be stayed with a piece of pocket lining material 1-1/4 inches wide and 3-1/2 inches long, sewn to the buckram with at least two rows of lock stitching. A throat tab of material specified 1-3/4 inches long and 2 inches wide shall be sewn to the left inside of the collar.

**Shoulder straps:** Shoulder straps made from the material as specified, (Hamburger Woolen Co.# 801, 17 oz. all wool elastique) and lined with acetate as specified and stiffened with canvas to a finished width of 2 1/8 inches at the base, shall be sewn into the sleeve head and positioned to cover the shoulder seam when the strap is buttoned. The free end of the strap shall have a buttonhole to fit a 29 ligne button and shall be 1/4 inch from the collar seam when buttoned.

**Pockets:** The Tunic shall have two pleated patch type breast pockets of shell material, with flaps, buttonholes and buttons and two side patch type pockets of shell material, with flaps. Pockets shall be positioned and dimensioned as indicated on the drawing. Pocket Flaps shall be lined with lining, acetate, French Blue. The side pockets shall have a 3-inch-wide stay of body lining inside the Tunic beginning at the side seam and extending under the front facing. Width and length of pockets for a 38-inch chest measurement shall be as shown on the attached drawing; pockets of Tunics of other sizes shall be in proportion.

**Buttons and Buttonholes:** The right front of the Tunic shall be fitted with five 29- ligne buttons with the top button one inch from the collar. The button at the natural waistline and the other three buttons evenly spaced in between. The left front shall have buttonholes to correspond. Buttonholes shall be gimp-reinforced, eyelet type and bar-tacked. There shall be 8-11 stitches per centimeter. Each shoulder strap and breast pocket flap shall be secured with a 29-ligne button and each cuff shall have two 27-ligne buttons. All buttons shall be hand sewn with not less than 6 stitches of double twisted tread.

**General Requirements:** The article or material covered by this specification shall be free from imperfections or blemishes such as may affect its appearance or serviceability. In all particulars not covered by this specification or contract documents, production shall be equivalent in all aspects to the sealed sample.

**Sizes:** Tunics shall be supplied in the sizes as determined by the Maine State Police.

**Marking:** Each Tunic shall have a label affixed to the inside bottom of the right front facing, legibly and permanently marked as follows in English: Contractors name, initials or recognized trade mark, size identification, chest size, year of manufacture.  
Each Tunic shall be affixed with a label indicating that it should be dry cleaned only.

**Delivery:** Unless otherwise specified the Tunics are to be delivered to the Department of Public Safety, Maine State Police, SHS #20, 36 Hospital Street, Augusta, ME 04333 free of charges. Packing and marking of shipping containers shall be as specified. A packing slip shall be enclosed showing contents of each shipment. Tunics are to be folded, packed and securely sealed in substantial containers approximately 18"x 18"x 15" which shall become without charge the property of the Maine State Police. Not more than three sizes are to be placed in one container and the different sizes should be separated by a sheet of wrapping paper. Each container shall bear the following markings on the outside:

Purchase Order Number  
Shipment Number  
Quantity  
Size  
Description  
Address

The contractor will be promptly notified when any articles are not accepted, and such articles will be returned at the Contractor's risk and expense.

**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



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
VC1000067818	Tunic-CMT - S	Neptune Uniforms	Fechheimer	Tunic-CMT	20000	Dress Blouse Tunics, Color French Blue	Single Pricing 1 - 20 - Custom Made	EA	\$545.00	90
VC1000067818	Tunic-CMT - B	Neptune Uniforms	Fechheimer	Tunic-CMT	20000	Dress Blouse Tunics, Color French Blue	Bulk pricing 21 + - Custom Made	EA	\$525.00	90