

NEW

State of Maine



Master Agreement

Effective Date: 01/30/19

Expiration Date: 01/31/21

Master Agreement Description: Maine Warden Service Dress Tunics

Buyer Information

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

Issuer Information

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

Requestor Information

Denise Brann 207-287-2766 ext. Denise.MooreBrann@maine.gov

Agreement Reporting Categories

- 1. Code of Conduct

Authorized Departments

09A INLAND FISHERIES & WILDLIFE

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: 20088

Commodity Description: Maine Warden Service Dress Tunics

Commodity Specifications: Master Agreement for Dress Tunics, IF&W Warden Service. Please see attachment for complete specifications.

Commodity Extended Description: Maine Warden Service Dress Tunics

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 0	Free on Board	
Contract Amount \$0.00	Service Start Date 01/30/19	Service End Date 01/31/21
Catalog Name IF&W Dress Tunic	Discount 0.0000 %	
	Discount Start Date 01/30/19	Discount End Date 01/31/21

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details:Net 30

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details:Net 30

Dress Tunic/Jacket
Inland Fisheries & Wildlife – Warden Service
Contract Terms and Conditions

COMMODITY: Dress Tunic/Jacket, see attached for complete description.

CONTRACT PERIOD: Immediately through January 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, 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.

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

**MAINE
WARDEN SERVICE
DRESS JACKET
SPECIFICATIONS**

MATERIALS AND CONSTRUCTION

Custom made dress jackets to Department specifications made in the U.S.A. by Hope Uniform Manufacturing Columbia, New Jersey.

Jacket material to be made with Red/Black (# 7744-65441 Red Poly/Wool Elastique Fabric)

NO SUBSTITUTES – Must match existing inventory.

Single-breasted dress jacket

Notched Lapel (underside lined as seen below in picture)

Jacket fully lined with black satin

Two (2) inner pockets

Left inner pocket must contain tag with Officers name, measurements and date of manufacture.

All jackets must contain name of Manufacturing Company.

Bi-swing back

Center lower vent (Back)

Upper and lower pockets (Front):

Patch Pockets pleated and rounded at bottom corners with BLACK scalloped flaps.
Pockets to have button closure, with Waterbury # 13656, 24 ligne, Gold State of Maine Seal.



Picture 1



Picture 2

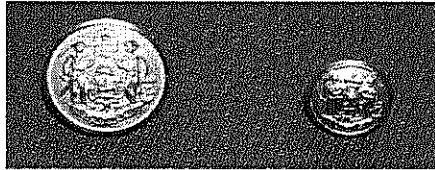
BLACK shoulder straps with Waterbury Buttons # 13656, 24 ligne, Gold State of Maine Seal.

**MAINE
WARDEN SERVICE
DRESS JACKET
SPECIFICATIONS**

Two (2) brass belt hooks on back sewn into material for duty belt at waist just below bi-swing backs.

Four (4) Waterbury # 13656, 36 ligne, Gold State of Maine Seal buttons for jacket closure.

Three (3) Waterbury # 13656, 24 ligne, Gold State of Maine Seal buttons per sleeve.



Picture 3

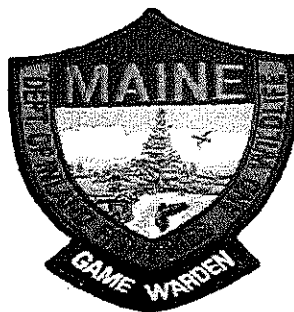
NOTE: 12 – Waterbury # 13656, 24 ligne, Gold State of Maine Seal buttons,
and 4- Waterbury # 13656, 36 ligne, Gold State of Maine Seal buttons per jacket.

Badge tab to be sewn on left side of jacket between $\frac{1}{2}$ " and $\frac{3}{4}$ " above upper pocket flap centered. To have two (2) vertical grommets for badge.

ACCESSORIES

Accessories to include the following:

All Jackets - Two (2) department patches provided by department. One (1) patch per sleeve to be located $\frac{1}{2}$ " below shoulder seams.



Picture 4

**MAINE
WARDEN SERVICE
DRESS JACKET
SPECIFICATIONS**

SIZING INFORMATION

Sizing has been taken and will be provided by department for each officer.

If the vendor is unwilling to accept sizing information supplied by the department, then a representative from the vendor must be willing to travel to officer's locations across the state and collect the sizing information for all officers within 10 days from award of bid. This schedule must accommodate the officer's schedule.

Sizes taken are based on the following information and measurements:

Officers name

Height

Weight

Chest size: (Measuring around chest, across shoulder blades with fist under tape.)

Across Back: (From center of neck to shoulder)

In-Sleeve: (Under arm to base of sleeve)

Neck: (Around base of neck) (confirm with shirt size)

Sleeve Length: (From center of neck over shoulder to base of cuff.)

Length of jacket: (From base of neck straight down to lowest point of hand cupped. Officer standing at attention.

Mid-Torso: (Stomach area)

Waist: (Around waist)

Comments on biceps included if needed to allow for wider sleeve opening.
Women's sizing includes Bust size and additional measurement around hip area.

**MAINE
WARDEN SERVICE
DRESS JACKET
SPECIFICATIONS**

PRICING AND CONDITIONS

If the jackets supplied are not consistent with the measurements provided and the jacket cannot be altered, a replacement jacket will be supplied by the vendor at no cost to the department.

If the sizing supplied by the department is not correct and the jacket cannot be altered, the department will be responsible to replace the jacket at the departments cost.

Delivery to the department must take place within 12 weeks from time the order is placed with the manufacturer.

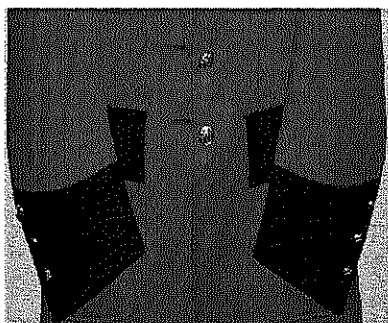
Pricing to include all accessories (unless otherwise stated) and attachments or alterations. NO OVERSIZE CHARGES.

Vendor must be willing to provide additional fitting (at no charge) at time of delivery to insure proper fit. Fitting will be at Officer's agreed upon date and location

Additional Pictures



Picture 5



Picture 6



Picture 7

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/CATEGORY
VC1000067818	J400C	Neptune Uniforms	Hope Uniform	J400C	20088	Maine Warden Service Dress Tunic w/Dept. Patche	Maine Warden Coat	ea	\$450.00	90	

Appendix A

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

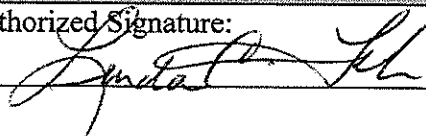
BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Neptune Uniforms & Equipment, Inc.		
Chief Executive - Name/Title: Linda Tobin/Co-owner, 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:		

SAME

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:	
	Date: 01/08/19

Debarment, Performance, and Non-Collusion Certification

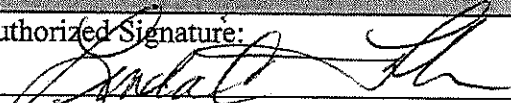
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- 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: 01/18/19	

Appendix D

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

MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM

RFQ # 09A 190109*205

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:	<i>Neptune Uniforms + Equipment, Inc.</i>
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MAINE BUSINESS ANALYSIS		
	Total	Maine Residents
Number of FTE Employees:	14	0
Payroll:	\$597,003	\$0.00

MAINE ECONOMIC IMPACT	
Income Taxes Paid (State):	0
Property Taxes Paid (Local):	0
Wages to Maine Residents:	0
Payments to Maine Subcontractors Estimated:	0

Appendix F

State of Maine



State Purchasing Code of Conduct

Affidavit

Maine is a state that believes employers should fairly compensate hard work, that the health and safety of working people should be protected and that no form of unlawful discrimination or abuse should be tolerated. Maine citizens are aware that laws and regulations designed to safeguard basic tenets of ethical business practice are disregarded in many workplaces, commonly referred to as "sweatshops." State Government purchase of goods made under abusive conditions on behalf of its citizens offends Maine citizens' sense of justice and decency. Moreover, when the State of Maine contracts with vendors whose suppliers profit by providing substandard wages and working conditions, Maine's businesses are put at a competitive disadvantage. Therefore, the State of Maine believes in doing business with vendors who make a good faith effort to ensure that they and their suppliers at the point of assembly adhere to the principles of the State of Maine's purchasing code of conduct.

In its role as a market participant that procures goods covered by this code, the State of Maine seeks to protect the interests of Maine citizens and businesses by exercising its state sovereignty to spend Maine citizens' tax dollars in a manner consistent with their expressed wishes that the State deal with responsible bidders who seek contracts to supply goods to the State of Maine, and protect legally compliant Maine businesses and workers from unfair competition created by downward pressure on prices and conditions attributable to businesses that violate applicable workplace laws.

Seeking to protect these local interests through the least discriminatory means available, the State of Maine requires that all bidders seeking contracts to supply the State of Maine with goods covered by this code sign this affidavit stating that they and, to the best of their knowledge, their suppliers at the point of assembly comply with workplace laws of the vendor's or supplier's site of assembly and with treaty obligations that are shared by the United States and the country in which the goods are assembled.

To the best of my knowledge, I swear:

1. that I have furnished a copy of the state purchasing code of conduct to each supplier at the point of assembly of the goods subject to the bid process and have required that each supplier affirm whether it is in compliance with the Code;
2. that the entity listed below and its suppliers at the point of assembly will comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws relating to discrimination in hiring, promotion, or compensation on the basis of race, disability, national origin, gender, sexual orientation, or affiliation with any political, nongovernmental, or civic group except when federal law precludes the State from attaching the procurement conditions provided in 5 M.R.S.A., C. 155, sub-c 1-B; and
3. that the entity listed below and its suppliers at the point of assembly will comply with all human and labor rights treaty obligations that are shared by the United States and the country in which the goods 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 # 09A 190109*205

Part numbers covered by this document:

J400C Maine Warden Coat

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: [Signature]
Printed Name and Title: Linda Tobin/Co-Owner, Manager

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

Name of Mfr. Hope Uniform & Security Products
Plant Name Same
Street Address 201 Roseto Avenue
City/State Roseto, PA 18013
Country USA
Telephone # 570-793-2015

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

Before me Sandra Wise

Date 01/18/19

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

