

MA 18P 2002140000000000107
NEW

State of Maine



Master Agreement

Effective Date: 02/01/20

Expiration Date: 01/31/22

Master Agreement Description: Cold Weather Work Coats and Bibs Pants

Buyer Information

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

Issuer Information

Joanne O'Shea 207-441-2237 ext. Joanne.oshea@maine.gov

Requestor Information

Joanne O'Shea 207-441-2237 ext. Joanne.oshea@maine.gov

Agreement Reporting Categories

- 1. Code of Conduct

Authorized Departments

17C FERRY SERVICE/PORTS & MARINE

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000231361

Vendor Name

TRIDENT ARMORY

Alias/DBA

Vendor Address Information

3 MEMORY LANE

HERMON, ME 04401

US

Vendor Contact Information

COREY M SMITH
207-848-2804 ext.
office@tridentarmory.com

Commodity Information

Vendor Line #: 1

Vendor Name: TRIDENT ARMORY

Commodity Line #: 1

Commodity Code: 20000

Commodity Description: Cold Weather Work Coats and Bibs Pants

Commodity Specifications: Master Agreement for Work Jacket Helly Hansen #71389 & Bib Pants Helly Hansen Workwear #71489

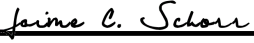
Commodity Extended Description: Work Jacket w/Hood - Helly Hansen #71389 & Bib Pants - Helly Hansen #71489, High Visibility, Waterproof, Windproof & Breathable

| | | |
|---|--|--------------------------------------|
| Quantity 0.00000 | UOM | Unit Price 0.000000 |
| Delivery Days 0 | Free On Board | |
| Contract Amount 0.00 | Service Start Date | Service End Date |
| Catalog Name Ferry Serv cold weather gear | Discount 0.0000 % | |
| | Discount Start Date 02/01/20 | Discount End Date 01/31/22 |

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: 2/14/2020

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor Trident Armory

DocuSigned by: 2/17/2020

Signature Date

Print Representative Name and Title corey smi th Manager

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

High Visibility Jacket & Bib Pants

COMMODITY ITEM: Work Jacket w/Hood - Helly Hansen #71389 & Bib Pants - Helly Hansen #71489, High Visibility, Waterproof, Windproof & Breathable.

CONTRACT PERIOD: Contract beginning February 1, 2020 thru January 31, 2022, with the option of (3) three (1) one year renewals will be issued as a result of this contract. The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

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: Jenn Saulnier, **Tel:** 207-848-2804, **Email:** tridentarmorydutygear@gmail.com

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 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: All purchases must be made in case lots. Case sizes are listed on attached spreadsheet. It is understood and agreed that the contract will cover the **actual quantities** required by State agency over the length of the contract.

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

FEDERAL EXCISE TAX CERTIFICATE: Any purchasing agency or department must sign and mail back the required Federal Excise Tax Certificate with each Purchase. They are order specific and must have original signatures

DELIVERY: 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.

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.

NOTE: The State of Maine Procurement Card **WILL NOT** be automatically charged for services rendered. Department will review invoices, verify correct pricing and make payment accordingly.

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. Quarterly reports will start at the beginning of calendar year.

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 Procurement Services
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.

CLOTHING SPECIFICATIONS:



Description

#71389 POTSDAM Work Jacket, ANSI – Helly Hansen High Visibility, 6 Pockets w/ Zippers & Flaps, Vented Pits, Detachable Hood, ANSI 107

This ANSI 107 compliant work jacket is waterproof, windproof and breathable. The hood is removable, and extra-large to accommodate helmets. This jacket is fully adjustable and comes with 6 pockets (including waterproof cellphone/pen pocket).

Features

- **Hally Tech Protection**
- Waterproof, Windproof and 100% breathable material
- Fully taped construction prevent ripped seams
- Reflective banding along the shoulders and sleeve
- Hood can be unzipped and removed from jacket
- Enlarged hood designed for use with **head protection**
- Soft collar
- Storm flap blocks cold wind from entering jacket
- Two-way zipper
- Velcro closure
- Pits can be unzipped to quickly cool down
- Drawstring adjustable hem
- Drawstring adjustable waist
- Elastic cuffs w/ Velcro adjustment
- Click-on loops allow for easy attachment of tools under pocket flaps
- Zip-in liner

Pockets:

- Two large front pockets w/ zippers and flaps
- Two chest pockets w/ zippers and flaps
- Single chest pocket w/ zipper
- Waterproof phone/pen pocket at right chest



Helly Hansen Workwear: #71489 POTSDAM Bib Pants , ANSI – Helly Hansen Waterproof, Reflective, 6 Pockets, Removable Suspenders, Boot Zippers, ANSI Class E

Description

The POTSDAM is a bright shining beacon of hope designed to protect against all things cold and dark. POTSDAM bib pants will keep you seen and dry. The pants: are hard to miss, include a fly, removable suspenders and boot zippers.

Features

- **Helly Tech Protection**
- Waterproof / Windproof / Breathable

- Fully taped construction to avoid split ends
- Reflective banding along the calves and ankles
- Includes fly w/ zip
- Board belt tunnel improves material strength and durability
- Click-on function for accessories
- Elastic waist for comfort
- Interior **knee-pad pockets** allow for comfortable knee protection that doesn't wiggle around when in use
- Detachable back-piece
- Removable suspenders adds versatility
- Velcro adjustable hem keeps out moisture
- Boot zippers w/ storm flap and Velcro closure allow you to equip and remove pants *without* removing boots first

Pockets:

- 2x – Large front pockets w/ zippers and flaps
- 2x – Thigh pockets w/ flaps
- 1x – Ruler pocket w/ button for attaching **knives**
- 1x – Back pocket w/ flap

Fabric:

- Helly Tech Protection – 100% Oxford Polyester 200 g/m²
- Contrast Color: 100% Oxford Nylon – 140 g/m²
- Lining: 100% Nylon

**RIDER B
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER C
EXCEPTIONS

N/A

Appendix E



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 supplier's 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 # 17A 200116*213

Part numbers covered by this document:

| | |
|-------|----------------|
| 71389 | POTSDAM JACKET |
|-------|----------------|

| | |
|-------|--------------|
| 71489 | POTSDAM PANT |
|-------|--------------|

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: Helly Hansen AS

Street Address: Munkedamsveien 35

City, State, Zip code: 0250 Oslo, Norway

Telephone: +47 69249000 Fax: _____



Authorized Signature: _____

Printed Name and Title: Richard Collier, Chief Product Officer

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

Name of Mfr. Cung Sing (HK) Garment Factory Ltd

Plant Name Qianjiang Wells Garment Co.Ltd

Street Address Longxing Road, Industrial Park

City/State Longwan Town Qianjiang City, Hubei

Country CHINA

Telephone # +86 728 6622640

State of Maine RFQ # **(17A 200116*213)**

Rev. 3/6/2018

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

Before me Ajay Badiga _____

Date February 5th 2020 _____

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,

Appendix A

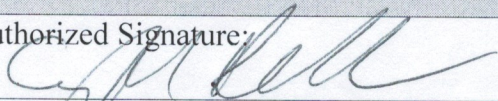
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

| | | |
|--|------|--|
| Bidder's Organization Name: <u>TRIDENT ARMORY</u> | | |
| Chief Executive - Name/Title: <u>COREY SMITH</u> | | |
| Tel: <u>(207) 848-2804</u> | Fax: | E-mail: |
| Headquarters Street Address: <u>3 MEMORY LANE</u> | | <u>office@tridentarmory.com</u> |
| Headquarters City/State/Zip: <u>HERMON ME 04401</u> | | |
| <i>(provide information requested below if different from above)</i> | | |
| Lead Point of Contact for Bid - Name/Title: <u>JENNA SAULNIER</u> | | |
| Tel: <u>(207) 848-2804</u> | Fax: | <u>tridentarmorydutygear@gmail.com</u> |
| Street Address: <u>SAME</u> | | |
| 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: <u>COREY SMITH</u> | Title: <u>MANAGER</u> |
| Authorized Signature:  | Date: <u>1/27/2020</u> |

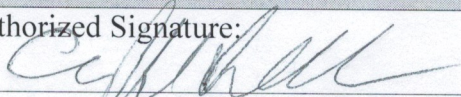
Debarment, Performance, and Non-Collusion Certification

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:

- 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.
- Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 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
 - 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.
- Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

| | |
|--|---------------------------|
| Name: <i>COREY SMITH</i> | Title: <i>MANAGER</i> |
| Authorized Signature:  | Date: <i>1/27/2020</i> |

| VENDOR CUSTOMER CODE | SUPPLIER PART NUMBER | SUPPLIER NAME | MANUFACTURER NAME | MANUFACTURER PART NUMBER | COMMODITY CODE | ITEM DESCRIPTION | EXTENDED DESCRIPTION | UNIT OF MEASURE | LIST PRICE | DELIVERY DAYS |
|----------------------|----------------------|----------------|-------------------|--------------------------|----------------|---|--|-----------------|------------|---------------|
| VC0000231361 | 71389-S-2XLG | Trident Armory | Helly Hansen | 71389 | 20000 | Work Jacket - Helly Hansen High Visibility #71389 | Size Small - 2-XLG | EA | \$124.98 | 30 |
| VC0000231361 | 71389-3XLG-4XLG | Trident Armory | Helly Hansen | 71389 | 20000 | Work Jacket - Helly Hansen High Visibility #71389 | Size 3-XLG - 4-XLG | EA | \$139.98 | 30 |
| VC0000231361 | 71389-5XLG-6XLG | Trident Armory | Helly Hansen | 71389 | 20000 | Work Jacket - Helly Hansen High Visibility #71389 | Size 5-XLG - 6-XLG | EA | \$159.98 | 30 |
| VC0000231361 | 71489-S-2XLG | Trident Armory | Helly Hansen | 71489 | 20000 | Bib Pants - Helly Hansen Workwear #71489 | Size Small - 2-XLG Waterproof - Reflective | EA | \$99.98 | 30 |
| VC0000231361 | 71489-3XLG-4XLG | Trident Armory | Helly Hansen | 71489 | 20000 | Bib Pants - Helly Hansen Workwear #71489 | Size 3-XLG - 4-XLG Waterproof - Reflective | EA | \$109.98 | 30 |
| VC0000231361 | 71489-5XLG-6XLG | Trident Armory | Helly Hansen | 71489 | 20000 | Bib Pants - Helly Hansen Workwear #71489 | Size 5-XLG - 6-XLG Waterproof - Reflective | EA | \$129.98 | 30 |