

NEW

**State of Maine****Master Agreement****Effective Date:** 01/01/18**Expiration Date:** 12/31/19**Master Agreement Description:** Master Agreement for Specialized Trap Tags 2018-2019**Buyer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

**Issuer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

**Requestor Information**

Cathy Fetterman 207-624-6571 ext. CATHY.FETTERMAN@MAINE.GOV

**Authorized Departments**

13A MARINE RESOURCES

**Vendor Information****Vendor Line #: 1****Vendor ID**

VC0000111184

**Vendor Name**

E J BROOKS CO

**Alias/DBA****Vendor Address Information**

409 HOOSIER DR

ANGOLA, IN 46703

US

**Vendor Contact Information**

JENNIFER HAKE

260-624-4800 ext.

ORDERENTRY@TYDENBROOK.COM

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** E J BROOKS CO

**Commodity Line #:** 1

**Commodity Code:** 45073

**Commodity Description:** Specialized Trap Tags

**Commodity Specifications:** As per the specifications attached and made part of this MA.

**Commodity Extended Description:** Various Shipping Locations Statewide

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
15	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00		
<b>Catalog Name</b>	<b>Discount</b>	
TydenBrooks	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	01/01/18	12/31/19

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES**

**RFQ # 13A17112800000000000283**

**SPECIALIZED TRAP TAGS (2<sup>nd</sup> Bid)**

**Quotations/Responses Due:** 12/5/2017 not later than 4:00 p.m. local time

**Note:** All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS).

**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

**In the event that you must contact us for any other reasons than the Q & A previously mentioned,** only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

**Summary**

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of the **Dept. of Marine Resources** ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

## **RFQ REQUIREMENTS**

### **1. Description of Requirements**

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- **Please see Appendix B, ATTACHMENT A-Description of the Tags 18-19.doc, attached Trap Tag Terms Conditions 2018-2021.doc, Scanned tags.pdf, and attached Security Seals Bid Items.xls Cost Response Spreadsheet**

### **2. Bid Contents Requirements**

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A: Bid Cover Page & Debarment Form (Pages 9 & 10 of this document)**
- **Cost Response Spreadsheet, Excel Format Preferred**
- **Product Data/Information Sheets**
- **Warranty Information**

### **3. Master Agreement Term**

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **two** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	1/1/2018	12/31/2019
Renewal Period #1	1/1/2020	12/31/2020
Renewal Period #2	1/1/2021	12/31/2021

#### 4. **Submitting a Quotation**

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine's electronic procurement system: Advantage "Vendor Self Service" (VSS). More information on this system can be found at the following internet link:  
<http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the "Withdraw" button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder's response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

#### 5. **General Instructions**

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.

- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

## **6. Quotation Evaluation and Selection**

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications, then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.
- c. At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications most closely meet the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division’s RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.
- f. **Maine Business Consideration for commodities or services valued at \$50,000 or more**
  - i. Award will be made to Maine Businesses who propose a cost within 5% of the low cost bid submitted by a non-Maine Business, if they have an equivalent specification. Best value considerations may affect the outcome of the bid evaluation.
  - ii. Equivalent specification means that bids being considered meet or exceed specifications provided in the RFQ document including any best value considerations, or are equal in specification as described above in section c.

### **iii. Definition of a Maine Business**

1. A Maine business is one that can certify and show proof of each of the following:

- a. Physical location within the borders of Maine
- b. Employment of at least one Maine resident
- c. Subject to State of Maine taxes such as the following:
  - i. Business Income, or Corporate Income
  - ii. Property
  - iii. Employment – Unemployment, worker's compensation

iv. Bidders, who want to be considered a Maine Business for evaluation and award purposes, must certify by their signature on the Proposal Cover page that they meet the definition of a Maine Business. Upon the award of a contract on the basis of this consideration, additional proof may be required from an awarded Maine Business.

v. The use of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states "Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion. Consideration for Maine business enterprises may result in low cost or top scoring bids not being considered as the best-value for the State of Maine."

## **7. Negotiations**

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

# **TERMS AND CONDITIONS FOR RFQ AND CONTRACT**

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

### **B. General Provisions**

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).



6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**C. Eligibility to Submit Bids**

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

**D. Delivery Terms**

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. ***Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination".*** The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

**E. Alternate Bids and Approved Equals**

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

**F. Appeal of Contract Awards**

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of Business Management in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of Business Management, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## **PART II      CONTRACT ADMINISTRATION AND CONDITIONS**

### **A.    Contract Document**

The successful Bidder will be required to execute a contract in the form of a State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services website at the following link:

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

### **B.    Independent Capacity**

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

### **C.    Payments and Other Provisions**

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

"9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means."

## 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:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<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:		

<b>Are you a Maine Business as defined in this RFQ under <u>RFQ Requirements, Section 6. Quotation Evaluation and Selection?</u></b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
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By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- 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; and
- 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; and
- 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:	Title:
Authorized Signature:	Date:

### 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:	Title:
Authorized Signature:	Date:

**Appendix B**

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

**DETAILED SPECIFICATIONS**

**RFQ # 13A171128000000000000283**

**SPECIALIZED TRAP TAGS (2nd Bid)**

**Please see all attachments:**

- **ATTACHMENT A-Description of the Tags 18-19.doc**
- **Trap Tag Terms Conditions 2018-2021.doc**
- **Scanned tags.pdf**
- **Security Seals Bid Items.xls Cost Response Spreadsheet**

## Appendix C

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

**COST RESPONSE**

**RFQ # 13A171128000000000000283**

**SPECIALIZED TRAP TAGS (2nd Bid)**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

**Please download this document and the attached Excel spreadsheet to your desktop. Fill out the required sections of this document (Appendix A Bid Cover Page & Debarment Form) and the attached spreadsheet. Attach both to your response in VSS along with all other requested documents. For your electronic response in VSS, please put “0” in the unit price field. Failure to do this may result in disqualification of your bid.**

**REQUESTED RETURNED DOCUMENTS:**

- **Appendix A: Bid Cover Page & Debarment Form (Pages 9 & 10 of this document)**
- **Cost Response Spreadsheet, Excel Format Preferred**
- **Product Data/Information Sheets**
- **Warranty Information**

**2018-2021 TERMS AND CONDITIONS**  
**TRAP TAGS**  
**STATE OF MAINE**  
**DEPARTMENT OF MARINE RESOURCES**

**SCOPE:** To furnish an estimated 3-5 million tags per year to cover the quantities ordered by the State of Maine, Department of Marine Resources for “Specialized Tags”. The supplier may be asked to supply tags outside of the agreed amount and types of tags.

**CONTRACT PERIOD:** Contract to begin January 1, 2018 for 2 years with the possibility of 2 (two), 1 (one) year extensions, but may start processing tags as soon as the contract is awarded in 2017. The Department reserves the right to cancel the contract early if a new contract is awarded and the start date is November 1<sup>st</sup>, or if the requirements and payables within this contract are not successfully met and the guidelines are not adhered to.

**PRICES & DISCOUNTS:** Prices will remain firm for the duration of the contract. All prices are F.O.B. Destination. We are requesting two quotes for lobster tags. One with a 2D bar code with specific information and one without the 2D bar code, and two quotes for square tags and zip ties, along with other miscellaneous tags. See specifications on Attachment A and Bid Items spreadsheet.

**ORDERING PROCEDURE:** Tags will be ordered daily based on a batch report. All tags are to be processed by the tag company within 15 business days and sent to each individual harvester or sent directly to the Department or designee. Any additional tag orders required will follow the requirement listed in Attachment A.

**INVOICES:** Separate invoices are required for each batch date. Invoices will be sent monthly – along with the TRACKING numbers and dates of each batch date that was produced and shipped. All invoices must reference the Master Agreement Number, Vendor Customer Number and the Agency Delivery Order number, if one is supplied, otherwise the batch dates need to be included on each invoice. Failure to do so could cause lengthy delays of payment of invoices. All invoices should be issued within 30 days of delivery and paid in accordance with the commodity terms and conditions attached to the contract.

**PRICE ADJUSTMENTS:** Prices quoted shall remain firm for the duration of the initial period of the contract. Price increases may be allowed due to changes in State and/or Federal law(s) with proper documentation.

Any reduction in price may occur anytime during the contract period. The reduced price shall apply on all shipments made on or after the date of the reduction price becomes effective.

The state reserves the right to seek additional discounts from the contractor, or to contract separately for single purchase for a particular State project or other immediate use if, in the judgment of the Division of Procurement Services, the quantity required is sufficiently large to enable the State to realize a cost savings over and above the published contract prices, whether or not such a savings actually occurs.

**DELIVERY:** Deliveries shall be made within fifteen (15) business days of receipt of the order as specified by the contract, and in Attachment A, during the normal receiving hours of the ordering agency. The supplier shall be responsible for the delivery of items in first class condition at the point of delivery and in accordance with good commercial practices. Any deliveries that are damaged, lost, or missing will be the responsibility of the supplier.

**PAYMENT:** All invoices that are received by the Department will be processed using a delivery order against a Master Agreement, and a check will be cut and forwarded to the vendor once the invoices have been reviewed and confirmed tags were ordered and received. 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.

**TAXES:** The State is exempt from the payment of taxes. Exemption certificates will be furnished upon request.

**REPORT OF PURCHASES:** Supplier will be required to furnish the Director of the Division of Procurement Services with detailed summary of the total purchases made under this contract. This total may be requested yearly or at any time during the contract period.

**CANCELLATION OF CONTRACT:** The State of Maine reserves the right to cancel contracts upon a sixty day written notice OR cancel contracts IMMEDIATELY if the contractor does not conform to the terms and conditions of bid/contract.

**EXTENSION OF CONTRACT:** The Director of the Division of Procurement Services may, with the consent of the supplier, extend the contract beyond the indicated expiration date providing it is in the State's best interest.

**SECURE PROCESSING OF TAGS:** The State of Maine is the issuing Agency for all tags that are listed within the RFP and Attachment A. No tag will be sold, shipped or produced by the company awarded this bid that has designations on the tags that are like what is requested in Attachment A, unless approved by the Department.



**STATE OF MAINE  
DEPARTMENT OF MARINE RESOURCES**

**ATTACHMENT A  
DESCRIPTION OF THE TAGS**

- 1) Annually, the Department orders approximately three million lobster tags, and up to two million additional tags of varying types (as described below). All tags must be made of high-density polyethylene, flexible, and durable so as to be attached to any lobster trap, and/or fyke net, truck door, crate, or other items, and must survive intact in the salt water and Maine weather for at least one year. The tag must have a secure locking mechanism so that the tags cannot be removed without being cut or broken. The tag should not interfere in any way with the operation of the trap or other device that the tags are used for outside of the trap. **The Department is requesting four total quotes: two for lobster trap tags (see #3), one for square tags, and one for zip tie tags.**
- 2) Each tag must also be in a color that is required and be imprinted with information provided by the Department's specifications. If vendor can only supply certain printing colors this will need to be specified within this RFP. All tags have unique information, and all tags will require a year, ME and some other sequential numbering. Tags could have sequential numbers that are 10 to 12 digits long, along with other information that is outlined below.
- 3) Lobster Tags: The commercial lobster tags may require a 2D bar code with a unique identifier number, such as a landings number, along with DMR and the year within that bar code. The tags must be easy to attach with limited dexterity on a moving vessel and must lock securely. **The Department is requesting TWO quotes for lobster trap tags – one that would include the cost of tags with a bar code and a quote for tags without a bar code.**
  - a. The Department will determine the color of the tag – and will also require that the plug be a different color than the tag and have the imprint of what will need to be assigned to the tag. These colors will vary each year, but the previous year, current year, and next year's tag and plug colors must all be available for the duration of the contract.) There may be a request to produce different colored tags in the event of a catastrophic loss, or reissuance of an individual's tags. The following tag colors that must be readily available at the time the bids are awarded as tags will need to be printed once the contract is awarded: yellow tag, blue plug, black lettering; orange tag, blue plug, black lettering; black tag, green plug, white or silver lettering.
  - b. The dimensions of each tag are as follows: minimum length 6 to 7 inches and width 3/8 to 1/2 inch. The dimension may change – if the bar code requirement requires additional size.
  - c. Each tag must also be in a color that is required and be imprinted with information provided by the Department's specifications. If vendor can only supply certain printing colors this will need to be specified within this RFP.

- d. All tags have unique information, and all tags will require a year, ME and some other sequential numbering. Tags could have sequential numbers that are 10 to 12 digits long, along with other information that is outlined below.
- e. Commercial lobster trap tags are sequentially numbered and could result in short runs of several thousand that will have a numbering system from 001 to 800, or less for each harvester requesting tags.
- f. Replacement tags have a unique higher number that could be have 8 or 10 digits, but run sequentially on the tags.
- g. Each lobster tag must also be imprinted with the following specific identifications:
  - i. DMR; ME; YEAR; License number (7 or more digits long); Fishing Area (A:1); Tag sequence number (sequential 1-800 for lobster), Zone and letter; EEZ or NON, SCND or SCND EEZ. If the 2D bar code is required, it will need to have DMR, year and landings number within the 2D bar code.
  - ii. The plug in each tag must be a different color than the tag itself. This is needed for security purposes and is mandatory for enforcement purposes.
  - iii. Tag Colors must be readily available and in stock (2018 colors will consist of yellow tag, blue plug; orange tag, black plug, gray tag with yellow plug). Additional colors that may be needed are for 2017 and could include, red tag, black lettering and black plug; white tag, red plug, black lettering, with additional colors required throughout the year. 2019 tag colors will be determined by the middle of June of 2018.
- h. Approximately 15,000-40,000 replacement tags will also need to be manufactured and the color of those tags will need to be readily available upon license year. Tags will be numbered with a high sequential number that could be more than 6 or 7 digits long with ME, YY, REPL with either NON or EEZ. There will also be approximately 20,000 to 40,000 second zone tag replacements that will also have the same information other than the SCND designation or SCND EEZ designation.
- i. Approximately 20,000 noncommercial tags will be required, which will include a sequentially numbered tag, with at least 10 digits, along with ME, YY, NC included on the tag. There will also need to be 10,000 to 20,000 noncommercial replacement tags needed with ME, YY, REPL NC.
- j. Approximately 400 to 500 demonstration lobster tags will need to be manufactured. Color to be announced. Tags must be numbered sequentially, with ME, YY, DL. DMR to provide starting numbers.

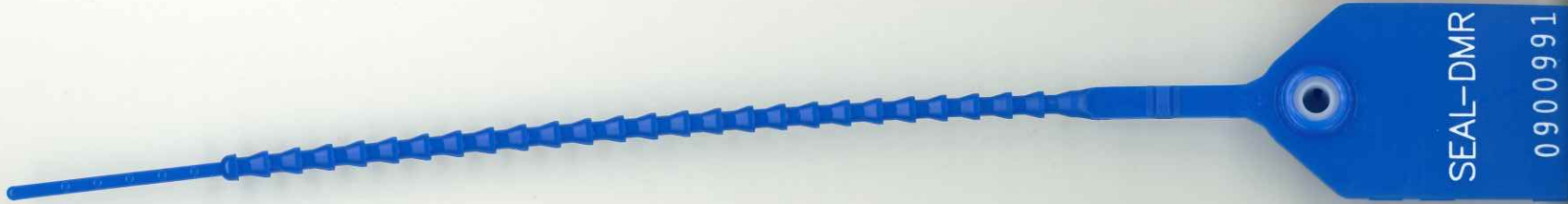
- 4) Elver tags are needed using same design as described above. Color to be announced. The tags need to be numbered sequentially based on the number provided by DMR, and also have ME YY ELV. Replacement tags for elver fishing will need to be numbered sequentially based on a starting number that DMR provides with ME YY ELV REPL.
- 5) **Additional tag types may be requested throughout the year (Reconsignment tags – Zip Ties, crate seals, Buying Station tags, Auction tags, Halibut commercial and Halibut recreational, as well as other tags that may be required by the Department).** Additional tags may be ordered with additional writing and sequentially numbered based on what the Department provides, but tag wording is subject to change. Examples of additional tags: (REPL, ELV, CAT, SCND EEZ, HALC, DEMO, LNC, REC HALIBUT, ETC), The Department may also request additional tag types, such as Zip Ties, or square tags. **The vendor must be able to provide a binding quote for additional tag prices within one week during the contract period for additional tag types.**

#### Distribution, Reporting and Invoicing Requirements

- 1) Tag Reports. Individuals will order the tags from the Department throughout the year. The Department will electronically submit orders daily on a daily tag report (see attached example). These tag reports will be submitted to the vendor five days per week (excluding holidays). The tag report will include the harvester's name, address, landings number, license number, zone, area, EEZ or NON and number of tags requested, numbering sequence, along with an email address. This report will be in the format of an Excel Spreadsheet, and could include additional wording based on the tag type.
- 2) Shipment Window. The supplier will ship the requested number of tags to each harvester within **15 business days of receiving the tag report from the Department**. If any delay occurs that will prevent this requirement from being met on a temporary basis, including a breakdown, malfunction or any other delay in the manufacturing or processing of tags, the Department shall be notified within 24 hours of the end of the shipment window by phone and email with a summary of the cause for delay problem, proposed resolution and date when shipments will resume. Frequent delays of tag shipment will be grounds for termination of this contract, at the sole discretion of the Department. Periodically, the Department will require a rush order, to be shipped within ten business days. The vendor shall make all efforts to meet this requirement, including prioritizing rush orders ahead of other pending orders by the Department.
- 3) Tag Shipment. Vendor is responsible for the delivery of the tags to the harvester (or the Department when tags are requested to be shipped to the Department), and for replacement of any tags lost in transit or that arrive incorrect or faulty. Within ten business days of being notified that tags were received incorrect/faulty, vendor will redo tags and ship to the harvester or a designated location at vendor's expense.
- 4) Tracking Information and Shipment Report to Department. Once the tags are shipped, the vendor will provide a report to the Department of expected ship dates and tracking numbers. Tracking numbers should be provided to the Department as soon as a tracking number is

assigned, or no later than three business days after the orders have been shipped. Each tracking number will also be linked to the harvester's name, license number, date of shipment, quantity shipped, and detailed summary.

- 5) Tracking Information Reported to Harvester. For each tag order which has an email address, vendor will forward the tracking number to the harvester at the email listed on the Tag Report via email. This information needs to be provided as soon as a tracking number is assigned.
- 6) Return Address for Tag Shipments. All tags shipped will show "Department of Marine Resources, Licensing Division, 32 Blossom Lane, Augusta, ME 04333" on the RETURN LABEL of each tag shipment, so that any undeliverable shipments or incorrect addresses will be sent back to the Department rather than back to vendor. The Department will be responsible for completing shipment or delivery to the harvester for any tags that are returned to the Department due to incorrect addresses or undeliverable addresses.
- 7) Batch Date. Each order submitted to vendor electronically will have a "Batch Date." Each invoice submitted for payment must list each "Batch Date" and provide the corresponding number of tags shipped against each "Batch Date."
- 9) Counterfeit Prevention. All trap tags or security seals that are processed by the Supplier must not be able to be counterfeited, and all measures must be taken to ensure that no counterfeiting is being done. Any request for tags that match the color and description of any Maine tag being issued must be forwarded to DMR prior to being produced in order to verify this is not a counterfeit tag request. If vendor questions whether a tag is being requested and possible counterfeiting situation, vendor must reach out to the Department immediately.



## 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: TydenBrooks Security Products Group		
Chief Executive - Name/Title: Phil Whitley/Vice President Sales, Americas		
Tel: 845 589 5532	Fax: 678 305 9835	E-mail: phil.whitley@tydenbrooks.com
Headquarters Street Address: 2727 Paces Ferry Rd/Building2, Suite 300		
Headquarters City/State/Zip: Atlanta GA 30339		
<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:		


**Are you a Maine Business as defined in this RFQ under RFQ Requirements, Section 6. Quotation Evaluation and Selection?**

☐ Yes

☒ No

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- 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; and
- 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; and
- 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: Phil Whitley	Title: Vice President Sales, Americas
Authorized Signature: 	Date: Dec 6, 2017

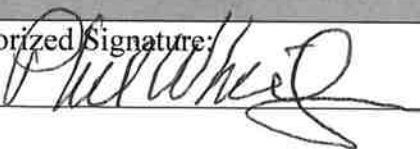
### Debarment, Performance, and Non-Collusion Certification

*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: Phil Whitley	Title: Vice President Sales, Americas
Authorized Signature: 	Date: Dec 6, 2017

SP

# Plastic Truck Seal

M

FIXED LENGTH SEAL

The Plastic Truck Seal is the most secure and reliable way to secure your trailer doors and transportation equipment. Because of its patented design, the Plastic Truck Seal is also the easiest to use and the strongest plastic trailer seal available.

## APPLICATIONS

- Trailer Doors
- Bulk Tankers
- Railcars
- Retail Distribution
- Totes
- Airfreight

## FEATURES

- Available as a Standard Product
  - Order online and GET IT NOW, FOR LESS!
- Patented tamper-resistant acetal locking mechanism
- Weather resistant; withstands extreme cold and heat
- Individually numbered and stamped with company name
- Produced in easy-to-use strips of 20 with no plastic waste

## MATERIAL

- Materials: High Density Polyethylene and Acetal

## DIMENSIONS

- Operational length: 7.5" (190mm)
- Width/Smallest Aperture: 0.40" (10.16mm)

## STRENGTH CHARACTERISTICS

- 60 lbs
- High 90 lb & Low 30 lbs
- Standard Break Slot Option



PEOPLE'S CHOICE AWARD FOR MOST INNOVATIVE PRODUCT

SP = Standard Product

Seals shown not actual size.



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260.624.4800 • 800.344.4772 • [www.tydenbrooks.com](http://www.tydenbrooks.com) • [info@tydenbrooks.com](mailto:info@tydenbrooks.com)





# Plastic Truck Seal



## MARKING/PRINTING

- Minimum quantities apply to customized versions of this product – please call for details
- Hot Stamped Printing Numbering: 7 digits
- Logo: 1/4" x 4"
- 17 characters maximum

## COLORS

Standard Colors: Red / Blue / Green



Custom Colors: Yellow / White / Orange

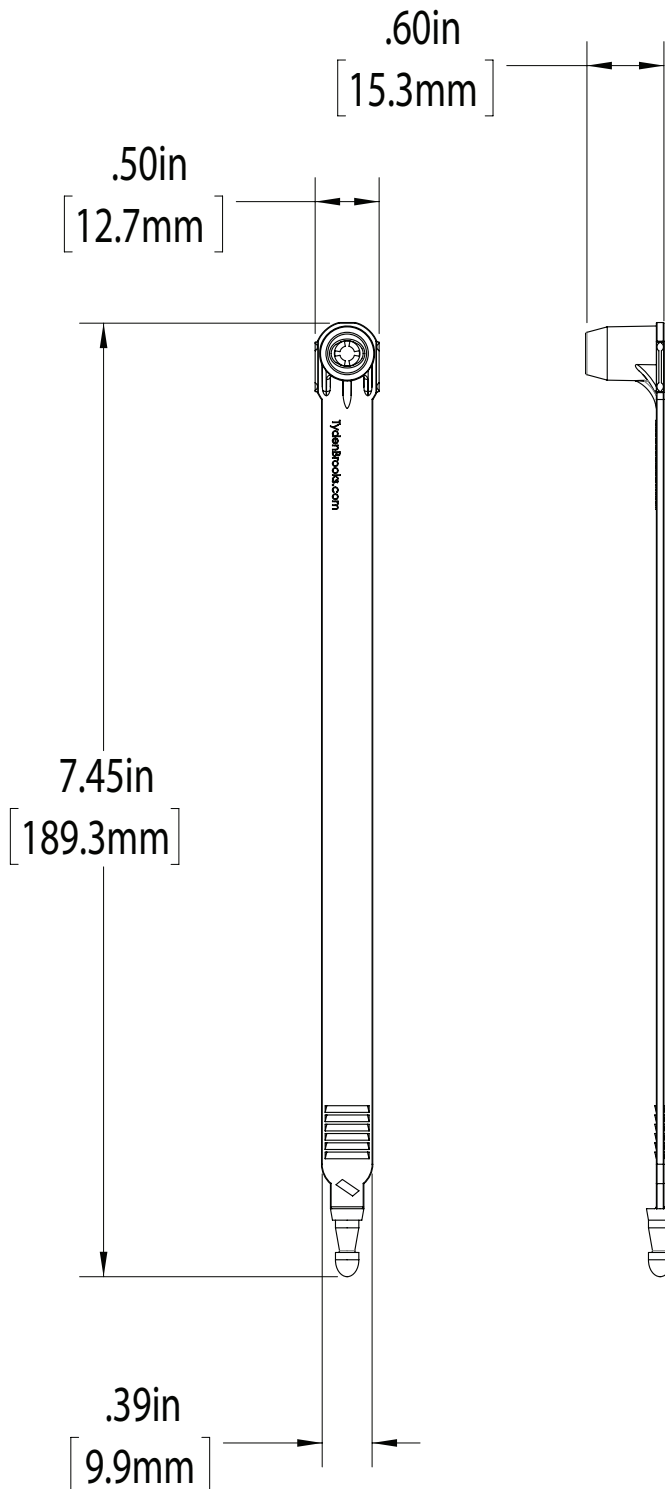


## PACKAGING

Standard Packaging: 20 seals per strip; 1,000 per carton

Box Dimensions: 9.5" x 11" x 12.5"

Gross Weight: 9 lbs. per thousand



PEOPLE'S CHOICE AWARD FOR MOST INNOVATIVE PRODUCT

PTS 15V2



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ITEM DESCRIPTION	State of Maine Price	DELIVERY DAYS	Supplier Name	Supplier Part Number
Lobster Trap Tags as specified in Attachment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Lobster Trap Tags w/ 2D Bar Code as specified in Attachment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Elver Tags as specified in Attachment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Elver Replacement Tags as specified in Attachment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Lobster Replacement tags as specified in Attachment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Halibut Tags (Rec or Comm) as specified in Attachment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Noncommercial Lobster Tags as specified in Attachment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Second Zone Tags as specified in Attachment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Second Zone Replacement Tags as specified in Attachment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Catastrophic Replacement Tags as specified in Attachment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Catastrophic 2nd Zone Replacement Tags as specified in Attachmment A	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Square Tags with comparable information on the tag as is on the Lobster Trap Tag with 2D bar coding	\$0.180	15	TydenBrooks Security Seals	32011121-XX
Square Tags with comparable information on the tag as is on the Lobster Trap Tag without 2D bar coding	\$0.180	15	TydenBrooks Security Seals	32011121-XX
Lobster style tags for Auction of Traps with year, sequential number, DMR, Lot#	\$0.120	15	TydenBrooks Security Seals	30032B00-01U-XX
Zip Tie Tags - Buying Station; Reconsignment, as specified in Attachment A	\$0.180	15	TydenBrooks Security Seals	32011121-XX

**NOTE: Additional tag types may be requested throughout the year (Reconsignment tags – Zip Ties, crate seals, Buying Station tags, Auction tags, Halibut commercial and Halibut recreational, as well as other tags that may be required by the Department). Additional tags may be ordered with additional writing and sequentially numbered based on what the Department provides, but tag wording is subject to change. Examples of additional tags: (REPL, ELV, CAT, SCND EEZ, HALC, DEMO, LNC, REC HALIBUT, ETC), The Department may also request additional tag types, such as Zip Ties, or square tags. The vendor must be able to provide a binding quote for additional tag prices within one week during the contract period for additional tag types.**

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
VC0000111184	Lobster Trap Tags	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Lobster Trap Tags	n/a	ea	\$0.12	15
VC0000111184	Lobster Trap Tags-2D Bar Code	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Lobster Trap Tags-2D Bar Code	n/a	ea	\$0.12	15
VC0000111184	Elver Tags	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Elver Tags	n/a	ea	\$0.12	15
VC0000111184	Elver Replacement Tags	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Elver Replacement Tags	n/a	ea	\$0.12	15
VC0000111184	Lobster Replacement Tags	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Lobster Replacement Tags	n/a	ea	\$0.12	15
VC0000111184	Halibut Tags	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Halibut Tags	n/a	ea	\$0.12	15
VC0000111184	Noncommercial Lobster Tags	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Noncommercial Lobster Tags	n/a	ea	\$0.12	15
VC0000111184	Second Zone Tags	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Second Zone Tags	n/a	ea	\$0.12	15
VC0000111184	Second Zone Replacement Tags	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Second Zone Replacement Tags	n/a	ea	\$0.12	15
VC0000111184	Catastrophic Replacement Tags	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Catastrophic Replacement Tags	n/a	ea	\$0.12	15
VC0000111184	Catastrophic 2nd Zone Rep Tag	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	Catastrophic 2nd Zone Replacement Tag	n/a	ea	\$0.12	15
VC0000111184	Square Tags-2D Bar Code	TydenBrooks SPG	TydenBrooks SPG	32011121-XX	45073	Comparable information to Lobster Trap Tag	With 2D bar coding	ea	\$0.18	15
VC0000111184	Square Tags-No 2D bar coding	TydenBrooks SPG	TydenBrooks SPG	32011121-XX	45073	Comparable information to Lobster Trap Tag	Without 2D bar coding	ea	\$0.18	15
VC0000111184	Lobster Style Tags-Trap Auction	TydenBrooks SPG	TydenBrooks SPG	30032B00-01U-XX	45073	With year, sequential number, DMR, Lot#	n/a	ea	\$0.12	15
VC0000111184	Zip Tie Tags	TydenBrooks SPG	TydenBrooks SPG	32011121-XX	45073	Buying Station; Reconsignment	n/a	ea	\$0.18	15