

MODIFICATION

State of Maine



Master Agreement

Effective Date: 06/15/18

Expiration Date: 06/30/20

Master Agreement Description: Pedestrian Safety Slap Bands - Imprinted

Buyer Information

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Issuer Information

JOAN FOSTER 207-624-3300 ext. joan.foster@maine.gov

Requestor Information

Joan Foster 207-624-3300 ext. joan.foster@maine.gov

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000017464

Vendor Name

TS&J INC

Alias/DBA

TS&J INC

Vendor Address Information

876 OLD PLANK SQUARE

JOHNS CREEK, GA 30097

US

Vendor Contact Information

Paul M Sklar

6175296833 ext.

tsjinc112@gmail.com

Payment Discount Terms

Discount 1: 2.0000 % 10 Days

Discount 2: % 0 Days

Discount 3: % 0 Days

Discount 4: % 0 Days

Commodity Information

Vendor Line #: 1

Vendor Name: TS&J INC

Commodity Line #: 1

Commodity Code: 03778

Commodity Description: Pedestrian Safety Slap Bands - Imprinted

Commodity Specifications:

Commodity Extended Description: To establish a Master Agreement for the purchase of Imprinted Pedestrian Safety Slap Bands. Contract Period: 6/15/2018 to 6/30/2020. All Specifications, Terms and Conditions are attached and made a part of this Master Agreement.

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

30

Free on Board

FOB Dest, Freight Prepaid

Contract Amount

\$0.00

Service Start Date

Service End Date

Catalog Name

TS&J INC 2018

Discount

0.0000 %

Discount Start Date

06/15/18

Discount End Date

06/30/20

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

MA #18A 18053000000000000139

**Pedestrian Safety Slap Bands – Imprinted
For the Maine Dept. of Transportation**

SCOPE: To establish a Master Agreement (MA) for Imprinted Pedestrian Safety Slap Bands for the Maine Dept. of Transportation.

INITIAL CONTRACT PERIOD: June 15, 2018 to June 30, 2020.

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

The term of the contract is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	6/15/2018	6/30/2020
Renewal Period #1	7/1/2020	6/30/2022
Renewal Period #2	7/1/2022	6/30/2023

SPECIFICATIONS:

Reflective slap bands are a safety item that is used by both adults and children to increase their visibility when outside at night or under low-light conditions. These slap bands lay flat, but wrap around items such as arms, legs, wrist, ankle, or other.

- 15” in length
- 1” in width
- Color either lime or yellow
- Highly Reflective (retro-reflective) front made from Scotchlite® or similar material. This layer must be 3M/Scotchlite® or Reflexite reflective material – most likely this would be a PVC). Item must be ce en 13356 compliant reflective.
- Fully reflective to a minimum of 400 ft.
- Comfortable backing with velvet or similar finish for the comfort of the user.
- The inner layer is a steel spring – most likely a manganese steel.
- The item and imprint must be weather and moisture resistant at a minimum.
- This is an imprinted item (black ink). Imprint on the outside of the band only (nothing imprinted on the back/inside). Each order will be all one imprint, but the imprint may change over the years.
- Packaged in boxes of 200.

Price is to be all-inclusive. All Artwork, Set-up, Shipping, etc. must be included in the price.

Proof Required.

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.).
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
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 General Services 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 General Services, 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 Buyer Purchase Order, Contract Agreement to Purchase Services or 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

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 MRS §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: TS&J INC		
Chief Executive - Name/Title: PAUL M SKLAR		
Tel: 617-529-6833	Fax: 678-302-7238	E-mail: tsjinc112@gmail.com
Headquarters Street Address: 876 OLD PLANK SQUARE		
Headquarters City/State/Zip: JOHNS CREEK GA 30097		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: PAUL M SKLAR PRESIDENT		
Tel: 617-529-6833	Fax: 678-302-7238	E-mail: tsjinc112@gmail.com
Street Address: 876 OLD PLANK SQUARE		
City/State/Zip: JOHNS CREEK GA 30097		

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: PAUL M SKLAR	Title: PRESIDENT
Authorized Signature:	Date: 04/16/2018

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: PAUL M SKLAR	Title: PRESIDENT
Authorized Signature:	Date: 04/16/2018

