

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF STATE PROCUREMENT SERVICES

RFQ # 17A 2605110*0291
Clothing, Rental Class 2 Ark Flash Rated

Quotations/Responses Due: Wednesday, May 27,2026 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). Questions can be submitted up to 48 hours prior to closure date and time. Not all questions will be answered.

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 in the CGI Vendor Self Service (VSS). 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 Office of State Procurement Services ("OSPS") is acting on behalf of the **Department of Transportation** ("Requesting Department"). OSPS 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

Purpose

The purpose of this RFQ is to create a contract to obtain the services described in Appendix B.

1. Essential Bid Documents

All bids should include the following documentation. The State reserves the right to request supplementary documentation to verify compliance with all bid specifications and requirements. The State may request proof of compliance at any time, which must be provided within forty-eight (48) hours. Failure to do so may result in the rejection of a bid.

- **RFQ 17A 2605110*0291 Bid Price Sheet.** Bid price sheet must be submitted as an EXCEL document without links to other spreadsheets, bidder added formulas or other alterations.
- **Manufacture Literature:** Manufacturer literature for the items being bid. Bidders can include product specifications in a quote to be used in conjunction with or in place of manufacturer literature.
- **Appendix A:** Bid Cover Page and Responsible Bidder Form
- **Appendix D:** Municipality, Political Subdivision Participation Certification
- **Appendix E:** Master Agreement Vendor Contact and Contract Signor Information
- **Appendix F:** State of Maine State Purchasing Code of Conduct Affidavit (COC). A COC Affidavit MUST be submitted for all items bid to be considered.

2. Contract 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 and end dates will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, OSPS, at their discretion, may opt to renew the contract for three (3) extension periods as defined below.

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

Period	Start Date	End Date
Initial Period of Performance	6/15/2026	6/30/2027
Optional Extension Period #1	7/1/2027	6/30/2028
Optional Extension Period #2	7/1/2028	6/30/2029
Optional Extension Period #3	7/1/2029	6/30/2030
Optional Extension Period #4	7/1/2030	6/30/2031

3. 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: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/vendor-self-service-system>
- 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 15Mb.** 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.

4. 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 OSPS.
- 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.

5. Quotation Evaluation and Selection

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

- a. State of Maine RFQs are evaluated on a Best Value basis. "Best Value" means that bids are assessed for compliance with all specifications, required purposes, delivery timelines, and the overall interests of the State. Once OSPS determines that a bid meets all specifications and requirements, the RFQ award will be made to the lowest-priced qualified Bidder.
- b. By submitting a quote, bidders affirm compliance with both specifications and requirements. The State may request proof of compliance at any time, which must be provided within forty-eight (48) hours. Failure to do so may result in the rejection of a bid.
- c. 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.
- d. At the discretion of OSPS, 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.
- e. In the event that no Bidder submission conforms to the specifications of this RFQ, then OSPS may choose not to make any award. Alternatively, OSPS 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 OSPS, at its discretion, may make a contract award to the Bidder meeting four requirements.
- f. If the specifications provided with this RFQ are of a technical nature, then OSPS'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.

6. 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. OSPS 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. OSPS 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, OSPS may withdraw its award and negotiate with the next highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, OSPS 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”), Office of State Procurement Services (“OSPS”) 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, OSPS is acting on behalf of the Requesting Department listed on the cover page. OSPS 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. From the time the RFQ is issued until award notification is made, all contact with the State regarding the RFQ must be made through the RFQ Coordinator. No other person/State employee is empowered to make binding statements regarding the RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
2. Issuance of the RFQ does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
3. All proposals must adhere to the instructions and format requirements outlined in the RFQ and all written supplements and amendments (such as the Posted Questions and Answers in the Vendor Self Service), issued by the Department. Bidders must include the required documents with their bid submission to enable the Department to evaluate whether the bid conforms with all posted specifications in Appendix B.
4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFQ, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.

6. The RFQ and the awarded Bidder's proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
7. Following announcement of an award decision, all submissions in response to this RFQ will be public records pursuant to [5 MRSA §1825-B sub-§15](#), and available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](#) et seq.). State contracts and information related to contracts, including bid submissions, are generally public records per FOAA.
8. In the event that a Bidder believes any information that it submits in response to this RFQ is confidential, it must mark that information accordingly and include citation to legal authority in support of the Bidder's claim of confidentiality. In the event that the Department receives a FOAA request that includes submissions marked as confidential, the Department shall evaluate the information and any legal authority from the Bidder to determine whether the information is an exception to FOAA's definition of public record. If the Department determines to release information that a Bidder has marked confidential, it shall provide advance notice to the Bidder to allow for them to seek legal relief.
9. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFQ.
10. If awarded a contract resulting from this RFQ, vendors shall be required to disclose, in writing and in accordance with applicable Maine law, any actual or potential conflicts of interest. Such disclosure must include any financial, professional, or personal relationships that could give rise to a conflict of interest or the appearance of a conflict of interest. Failure to disclose a known conflict or appearance of conflict may result in disqualification, contract termination, or other remedies as provided by law.
11. All applicable laws, whether or not herein contained, are included by this reference. It is the 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, OSPS 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: [Chapter 120](#)). 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 Terms and Conditions used with the aforementioned contract types may be found on the Office of State Procurement Services’ website at the following links:

[BPO and MA Terms and Conditions](#)
[Service Contract Terms and Conditions](#)
[IT Service Contract Terms and Conditions](#)

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 Office of State Procurement Services' website at the following link:
<https://www.maine.gov/dafs/bbm/procurementservices/forms>

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 §8-509 (1): 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
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OFFICE OF STATE PROCUREMENT SERVICES**

**RFQ # 17A 2605110*0291
Clothing, Rental Class 2 Ark Flash Rated**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Cell:	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:	Cell:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- This bid is compliance with both specifications and requirements. The State may request proof of compliance at any time, which must be provided within forty-eight (48) hours. Failure to do so may result in the rejection of a bid;
- 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:	Title:
Authorized Signature:	Date:

Responsible Bidder Form

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
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OFFICE OF STATE PROCUREMENT SERVICES**

DETAILED SPECIFICATIONS

**RFQ # 17A 2605110*0291
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Equivalent Bid Items: Equivalent items may be bid; however all equivalent item bids **MUST** include documentation to prove equivalency. The final decision on equivalency will be determined by the requesting Department

Samples: Samples may be requested during bid evaluation for equivalent bid items. If samples are requested the bidder must provide the samples within fourteen (14) calendar days at no cost and they may not be returned.

Master Agreement: The results of this bid process will be the creation of a Master Agreement Contract (MA) that will allow all State of Maine Departments and Agencies to purchase the listed items as needed. The State reserves the right to add other similar items or commodities to the MA if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

Prices: Bid Price must be 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.

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the vendor at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

Estimated Usage: Quantities shown in the bid price sheet were estimates based on current staff. It is understood and agreed that the Contract shall cover the actual quantities ordered by the State for delivery during the term of the Contract.

Delivery Locations: The resulting MA will be open to Department of Transportation and all other State Departments; the vendor must deliver to any State of Maine facility. The exact delivery addresses will be provided to the vendor when an order is submitted.

Delivery Timeframe: These items are needed immediately, delivery date After Receipt of Order (ARO) may be factored into the bid award decision.

Code of Conduct Affidavit: A notarized Code of Conduct Affidavit (Appendix F) must be attached to the bid for all clothing items. **Bids received without the notarized required Code of Conduct Affidavits for all items will not be evaluated. See evaluation instructions below for additional information,**

If article of clothing is manufactured in multiple facilities a separate COC must be filled out for each manufacturing facility location.

NOTE: The complete physical location, address of plant(s) where clothing/textile is assembled is required. Code of Conduct Affidavits containing other information will be considered nonconforming and will be rejected.

Award: The State anticipates making one award. The State reserves the right to make multiple or no award. The award will be made to the bidder with the lowest total bid, which best meets the posted specifications.

Delivery and Inspection: The requested items will be inspected after delivery. If shipment is deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

Code of Conduct Anti-Sweatshop Fee: Within 30 days from the end of March, June, September and December, the vendor is required to pay a fee in the amount of 1% of the total dollar value of goods purchased through this contract during that quarter. The 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:

State of Maine, Office of State Procurement Services Attn:
Vendor COC 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) Termination of the existing contract(s), within 30 days of written notification.

RENTAL SPECIFICATIONS:

ALL CLOTHING MUST BE CLASS 2 ARK FLASH RATED

- All employees to be sized and fitted on site.
- All employees to have new clothes assigned initially.
- Staff to choose from men or women's cuts, flat front style or pleated pant, and short or long sleeve shirt.
- Weekly delivery day to be determined by the facility administrator.
- Clean clothes should be delivered on hangers, grouped by employees and hung on garment hangers.
- All clothing to be identified by employee code or number and name.
- Ditty clothes bin to be provided by vendor.
- Vendor to have at a minimum, pants and shirts pressed during their processing.
- Vendor to provide a performance guarantee.
- Clothing to be consistent in style and brand for the duration of this contract.
- Prices are to be set and by the individual unit.
- Individual units can be added or decreased as needed during the contract term.

SUPPLY REQUIREMENTS

1. All uniform items provided under this contract/agreement shall be property of the Contractor and shall be of first quality materials and workmanship and shall be provided on a laundry rental only basis upon written order from an authorized Department representative.
2. All initial and replacement set of garments supplied shall be new, unused, first quality, fully altered, free of wrinkles and ready for employees to wear. Any garments found to be unacceptable will be returned to the contractor for no charge replacement.
3. Contractor will ensure all employees receive properly fitted uniforms, guaranteed to withstand the institutional and industrial use for which these garments are being rented and will be used. Each garment supplied shall bear a colorfast label that clearly indicates the fabric content, size, and manufacturer's name. Fitting disputes between contractor and employee will be resolved by the director responsible for the section employing the individual with the compliant. Fits that are deemed unsatisfactory will be corrected by the contractor at the contractor's expense.
4. Immediate credit is to be issued to department for all unusable merchandise that is delivered. Uniforms are to be replaced or altered at the Contractor's expense if the uniform articles become ill fitting or are deemed unfit for use and wear. Replacement uniforms or uniforms requested for a new employee shall be altered and delivered no more than two (2) weeks from the initial date of the request for the replacement articles or new issue (normal stock). Contractor will allow two (2) weeks for the return of uniforms being replaced.

5. Contractor's representative shall contact the departments designated representative to arrange the required fitting of employees who will be using these uniforms. Should an exchange for a different size, additional alterations or replacement of garments be required after being issued to an employee due to poor quality, wear, damage, or improper fit, the contractor shall perform the alterations or provide the replacement garments at no additional cost to the department or any of its employees. Proper fit will be the responsibility of the contractor; any fitting disputes between contractor and employee will be resolved by the Director responsible for the section employing the individual with the compliant.
6. The contractor shall maintain and repair the garments to keep them in proper condition and appearance. Replacing missing or broken buttons, broken zippers, repairing split seams/hems, replacing frayed uniforms and patching tears shall be performed without request by the department at the time of laundering the garments at no additional cost. Contractor will be allowed two (2) weeks for the return of uniforms being repaired. Uniforms will be replaced at least every 24 months. All uniform replacements must be new garments.
7. All garments, when delivered, shall be clearly marked for the employee to whom the garments have been issued. The marking for the employee's garment shall contain a barcode system or approved method to be used for tracking the laundering, repair, and delivery of uniforms. Vendor must fully describe the tracking method.
8. In the event rental garments are lost or destroyed while stored in a department facility or are lost or destroyed by a department employee, the department will pay the contractor for the articles that have been lost or destroyed. The actual amount to be paid to the Contractor for such loss or destruction will be determined as follows: The replacement cost for each garment shall not exceed Contractor's actual cost for the item. The cost will then be reduced in equal increments through the lesser of 18 months or the lifespan of the garment.
EXAMPLE: Item cost \$20, 6-month service, 18-month service life, becomes $\$20/18 \text{ months}^*$ 12 months life remaining - \$13 paid to contractor.
9. When an employee is moved to a different location/building the Contractor is to make sure that the re-tagging of the employees clothing co-insides with the employee's original date of issuance.
10. The estimated totals previously stated are based upon the total number of uniformed permanent employees currently employed at the department. This total may change.
11. Pick-up and delivery service shall be on a weekly basis. All deliveries and pick-ups are to be carefully counted and documented on itemized records for both the Contractor's and the department's files. Pick-ups and deliveries are to be accomplished on a consistent day each week. In the event of a holiday occurring on the scheduled pick-up and delivery day, the pick-up and delivery will be the next working day after the holiday, unless otherwise arranged by the contractor and department representative.

12. Pick-ups and deliveries shall be made to a location of department's choice. Department reserves the right to change or otherwise modify this location throughout the life of this contract.
13. Any and all offered discounts will be taken when payment is being made. In the event of discrepancies in delivery tickets and invoices, payment will not be made to the Contractor until such discrepancies have been resolved to the satisfaction of the department. Invoices must clearly indicate all delivery ticket numbers and the contract prices being charged and submitted in duplicate.
14. The department along with the Division of Purchases reserves the right to add or delete uniform articles from the contract at any time within five (5) days of written notice to the Contractor.

Appendix C

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

COST RESPONSE

RFQ # 17A 2605110*0291

Clothing, Rental Class 2 Ark Flash Rated

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.

- Bid Prices Excel document. Must be submitted in EXCEL Format and as an EXCEL document

All bids must be entered in the Vendor Self Service (VSS).

Requested Quantity : 1 EA

Response Type :

Unit Price :

Delivery Days :

Comments:



All bids must have a bid price (**Unit Price**). **This is the quoted price that will be used for evaluation purposes.** The price must be filled in using numbers and a decimal point only.

Example: If your bid is for **one dollar** you would enter **1.00**

All bid must have the estimated days from award of contract to receipt of unit (**Delivery Days**). This will be entered as CALENDAR DAYS. Only numbers can be entered.

Example: If you expect to be able to deliver the unit in **two weeks** you would enter **14**

If you have any details you want us to know about your bid or the item you are bidding write them in the Comments section.

Appendix D

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
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MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION

RFQ # 17A 2605110*0291
Clothing, Rental Class 2 Ark Flash Rated

The Office of State Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups, and they will be liable for all payments.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

_____ Yes

_____ Yes, with conditions as follows:

_____ No

Name of Company: _____

Address: _____

Signature: _____

Printed Name: _____

Date: _____

Appendix E

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF STATE PROCUREMENT SERVICES

MASTER AGREEMENT VENDOR CONTACT and
CONTRACT SIGNOR INFORMATION

RFQ # 17A 2605110*0291
Clothing, Rental Class 2 Ark Flash Rated

This bid process will result in the creation of a Master Agreement Contract (MA) which will permit users to order contracted items as needed.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Please provide the following information for the primary person users can contact to place orders less than \$5000.00, follow up on orders and invoices:

Contact Person Name: _____

Telephone: _____

Email Address: _____

The MA Documents will be emailed via DocuSign to be reviewed and signed, please provide the following information for the person who will sign the MA contract documents:

Contract Signer Name: _____

Title: _____

Email Address: _____

Appendix F

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

STATE OF MAINE STATE PURCHASING CODE OF CONDUCT AFFIDAVIT

**RFQ # 17A 2605110*0291
Clothing, Rental Class 2 Ark Flash Rated**

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

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

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

To the best of my knowledge, I swear that:

1. 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. 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. 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 Number: RFQ 17A 260501*0282

Part numbers covered by this document: _____

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:

Company Name:			
Street Address:			
City, State, Zip Code:			
Telephone:		Fax:	
Authorized Signature:			
Printed Name & Title:			

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

Provide the following information for each location; add additional fields as needed in the table below.

Manufacturer Name:	
Plant Name:	
Street Address:	
City, State, Zip Code:	
Country:	

NOTARY ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing document was acknowledged before me this ___ day of _____ 20_ by _____ (name of person acknowledged) to be his/her free act and deed.

Notary Public Signature _____

Printed Name _____

My commission expires _____

Notary Stamp

AFFADAVIT MUST BE COMPLETED AND ATTACHED TO YOUR BID RESPONSE AT THE TIME OF BEING SUBMITTED

