

MA 18P 20042900000000000139
MODIFICATION

State of Maine



Master Agreement

Effective Date: 04/29/20

Expiration Date: 12/31/24

Master Agreement Description: MAINE STATE GAME WARDEN - DRESS UNIFORM

Buyer Information

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

Issuer Information

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

Requestor Information

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

Agreement Reporting Categories

Reason For Modification: Updating specifications and processing a new DO to replace DO 20220516*10847 which was not processed by Vendor/Mfr. Pricing is being held from that order.

Authorized Departments

09A INLAND FISHERIES & WILDLIFE

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000067818

Vendor Name

NEPTUNE UNIFORMS & EQUIPMENT INC

Alias/DBA

Vendor Address Information

360 WASHINGTON ST

HAVERHILL, MA 01832

US

Vendor Contact Information

Linda Tobin
 800-456-1234 ext. 20
 ltobin@neptuneuniforms.com

Commodity Information

Vendor Line #: 1

Vendor Name: NEPTUNE UNIFORMS & EQUIPMENT INC

Commodity Line #: 1

Commodity Code: 20000

Commodity Description: Maine Warden Service dress uniform

Commodity Specifications: Master Agreement for Maine State Game Warden Uniforms. Please see attachment for complete specifications made a part of this MA.

Commodity Extended Description: Maine State Warden dress uniform. Trousers, Summer Shirts & Winter Shirts. Special Note: Minimum order quantities will be 300 units per style. Male and Female can be combined within each style. Styles cannot be combined (e.g., long and short sleeve) to meet minimums. Standard oversize charges will be waived.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
90		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Game Warden Uniforms	0.0000 %	
	Discount Start Date	Discount End Date
	04/29/20	12/31/24

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 3/20/2024
2A644AF5684E482
Signature Date

David Morris, Acting Chief Procurement Officer

Vendor NEPTUNE UNIFORMS & EQUIPMENT, INC.

DocuSigned by:
Linda Tobin 3/20/2024
9081D8CA12004CF...
Signature Date

Linda Tobin President/Co-owner

Print Representative Name and Title

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

Dress Uniforms

ME Dept. of IF&W – Maine State Game Wardens

COMMODITY: Dress Uniforms, Trousers Men’s & Women’s, Winter Shirts & Summer Shirts. No Substitutions will be accepted on fabric specs. Shoulder patches will be provided by the Department. See attached for complete Specifications.

Winter Shirts, Summer Shirts & Trousers: See below for complete specifications.

CONTRACT PERIOD: Immediately thru December 31, 2024, with the option of (2) two (1) one year renewal options will be issued as a result of this contract.

PRICES: Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

QUANTITIES: The estimated yearly quantities are unknown at this time. It is understood and agreed that the contract will cover the actual quantities ordered by the Departments, over the length of the contract.

NOTE: Department realizes since this is a custom-made garment, it will require a minimum order. Minimum orders will be 300 Trousers, 300 L/S Shirts and 300 S/S Shirts.

DELIVERY: Contractor **MUST** inspect all garments thoroughly before shipment to State Agency. Inspection will not release contractor of the responsibility for faulty workmanship and any faulty item or component part will be repaired or replaced by the vendor. Items (all sizes including special sizes) must be received 120 days from receiving order from Department.

The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for orders against Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Procurement Services’ Buyers for approval and encumbrance. The Division of Procurement Services will e-mail the .pdf order to the Vendor.

SAMPLE PROOF: Will be required before initial order is placed for department approval.

QUARTERLY REPORT: The Division of Procurement Services **requires a quarterly report of sales** be e-mailed to: sue.h.garcia@maine.gov within 30 days of the end of each calendar

quarter, It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

CODE OF CONDUCT ANTI-SWEATSHOP FEE: Within 30 days of the end of each calendar quarter, you are required to pay a fee in the amount of 1% of the total dollar value of goods purchased through this contract during that quarter. Your payment must be accompanied by a report showing the dollar value of goods purchased, broken down by Department, the total dollar value of purchases by all Departments, and the calculation of 1% of the total dollar value as the fee for the quarter. Checks must be made payable to the Treasurer, State of Maine and must be delivered, along with the quarterly report, to:

Division of Procurement Services
Attn: Vendor Fee
Burton M. Cross Building, 4th Floor
9 State House Station
111 Sewall St.
Augusta, ME 04333-0009

Failure to pay the 1% fee may result in: (1) Loss of future contracts or purchase orders with the State of Maine and/or (2) Immediate termination of the existing contract, within 30 days of written notification.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

EXTENSION OF CONTRACT: The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract with a thirty day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

UNIFORM SPECIFICATIONS

MEN'S LONG SLEEVE SHIRT SPECIFICATIONS

Flying Cross by Fechheimer Item: ME-GW-LS

FABRIC:

Content:

55% Polyester / 45% Wool

Weight:

11.0 to 11.50 oz. / linear yard

COLOR:

Forest Green

STYLE:

To be Flying Cross Model ME-GW-LS. Dress style, top center placket front, full cut tapered fit, Banded Dress collar, long sleeves with barrel cuffs, and dress shirttail. Two pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps. Full badge reinforcement. Matching inside yoke and collar band of high lustre PolyTwill. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

COLLAR & STAND:

Collar points to measure 3" long with ultrasonically fused-in Mylar stays. Collar to have woven interlining of #285 Stabilized Mello-Press. Stays to be 2 3/4" long, 3/8" minimum width, and to be fused to under side of collar interlining. Stays applied directly to collar material itself unacceptable. Collar height at rear 1-1/2". Collar topstitched 1/4" off the edge. Collar stand to measure 1-5/16" at rear and band to be interlined with "Crease N Tack." Collar material itself (top or underside) shall have no fusing to Mylar stays or collar interlining.

FRONT:

The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. The shirt will have 7 buttons and buttonholes on the front; spacing between each will be 3-3/4" except the spacing between the neck button and the first button on the front, which will be approximately 3-1/4". Top center placket to have woven interlining of #550 Stabilized Mello-Press. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable.

SHOULDER STRAPS:

Contrasting Black Shoulder straps to be two-piece pointed, topstitched along the edge and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to be interlined with #550 Stabilized Mello-Press. Shoulder strap to have functional buttonhole to align with the horizontal eyelet on shoulder of shirt.

BADGE REINFORCEMENT

Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have 2 (two) round embroidered eyelets 1-1/4" from top of pocket flap spaced 1" apart and centered on sling.

POCKETS:

Two breast patch pockets with mitered corners and 1-1/2" stitched pleats. Pleats shall be stitched top and bottom and full length of pleat to prevent spreading. Pocket to measure 5-5/8" wide, 6" deep. Left breast pocket to have 1- 1/2" pencil stitch. Each pocket to have hook Velcro, 3/4" long by 1/2" wide, positioned on both edges of pocket to correspond with outer scalloped flap points as specified. Velcro to be stitched all sides.

FLAPS:

Contrasting Black, Two piece deep scalloped design to measure 5-7/8" across and 2-3/4" in depth at center point, 2-1/4" at sides. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1-1/2" to correspond precisely with pencil slot of pocket. (Stop & start stitching for pencil opening unacceptable and shall be cause for rejection.) Flaps to be topstitched along the edge. Flaps to have woven interlining of #550 Stabilized Mello-Press. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have looped Velcro 3/4" long by 1/2" wide stitched all sides, positioned on outer points of both pocket flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a functional buttonhole to align with the horizontal eyelet on the pocket.

SLEEVES:

Sleeve vent shall be a minimum of 4-1/2" long with one-piece top and bottom facings. Facing to measure 1-1/8" wide point blocked at top.

CUFFS:

Two piece 1/2-inch hemmed cuff with 1/4" topstitching. Cuffs to measure 3" in depth with rounded corners (barrel cuffs). Cuffs to have two buttons and corresponding buttonholes set vertically with one button and buttonhole in center of facing. Cuffs to have woven interlining of #550 Stabilized Mello-Press.

BUTTONS:

First grade 19-ligne pearlescent.

SEWING:

Collar and cuffs to be topstitched 1/4" off the edge. Shoulder straps and pocket flaps to be topstitched 1/4" off the edge. Sleeve inserting and side close felling seams are to be 1/4" double needle stitched.

THREAD:

All sewing threads to be color fast polyester wrap to match.

INTERLININGS:

Collar to be interlined with #285 Stabilized Mello-Press. Cuffs, pocket flaps, straps and top center to be interlined with #550 Stabilized Mello-Press. Collar band interlining to be Crease-N-Tack.

MILITARY CREASES:

There shall be five sharp silicone military creases on all shirts. One crease on each front to be centered vertically. Front creases shall not be through pockets and flaps. Spacing for three military creases across shirt back to be proportionate to the size of the shirt. Each sleeve shall have a pressed in crease.

CONSTRUCTION:

Collar, flaps, shoulder straps, and cuffs are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

LABELING:

Each shirt shall contain a printed label that states the Manufacturer, Size and Month and Year of manufacture. Label to be sewn on the outside front tail.

STOCK SIZES:

Shirts must be available in the following sizes:

Sleeve lengths: 32-37 inches

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22

MEN'S SHIRT SHORT SLEEVE SPECIFICATIONS

Flying Cross by Fechheimer Item: ME-GW-SS

FABRIC:

Content:

55% Polyester / 45% Wool

Weight:

11.0 to 11.50 oz. / linear yard

COLOR:

Forest Green

STYLE:

To be Flying Cross Model ME-GW-SS. Dress style, top center placket front, full cut tapered fit, convertible collar, short sleeves and dress shirttail. Two pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps. Full badge reinforcement. Matching inside yoke and banana band of high lustre PolyTwill. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

COLLAR:

Convertible collar shall be one piece. Collar points to measure 3" long with ultrasonically fused-in Mylar stays. Collar to have woven interlining of #285 Stabilized Mello-Press. Stays to be 2-3/4" long, 3/8" minimum width, and to be fused to underside of collar interlining. Stays applied directly to collar material itself unacceptable. Collar topstitched 1/4" off the edge. Collar material itself (top or underside) shall have no fusing to Mylar stays or collar interlining.

FRONT:

Each front shall have a facing approximately 3" in width. The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. Stitching on top center is not to be visible on the turn-back facing. The shirt will have 1 button at the neck and bottom front with 5 horizontal eyelets between and 7 buttonholes on the front; spacing between each will be 3-3/4" except the spacing between the neck button and the first button on the front, which will be approximately 3-1/4". Top center placket to have woven interlining of #550 Stabilized Mello-Press. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable.

SHOULDER STRAPS:

Contrasting Black Shoulder straps to be two-piece pointed, topstitched along the edge and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to be interlined with #550 Stabilized Mello-Press. Shoulder strap to have functional buttonhole to align with the horizontal eyelet on shoulder of shirt.

BADGE REINFORCEMENT

Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have 2 (two) round embroidered eyelets 1-1/4" from top of pocket flap spaced 1" apart and centered on sling.

POCKETS:

Two breast patch pockets with mitered corners and 1-1/2" stitched pleats. Pleats shall be stitched top and bottom and full length of pleat to prevent spreading. Pocket to measure 5-5/8" wide, 6" deep. Left breast pocket to have 1- 1/2" pencil stitch. Each pocket to have hook Velcro, 3/4" long by 1/2" wide, positioned on both edges of pocket to correspond with outer scalloped flap points as specified. Velcro to be stitched all sides.

FLAPS:

Contrasting Black, Two piece deep scalloped design to measure 5-7/8" across and 2-3/4" in depth at center point, 2-1/4" at sides. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1-1/2" to correspond precisely with pencil slot of pocket. (Stop & start stitching for pencil opening unacceptable and shall be cause for rejection.) Flaps to be topstitched along the edge. Flaps to have woven interlining of #550 Stabilized Mello-Press. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have looped Velcro 3/4" long by 1/2" wide stitched all sides, positioned on outer points of both pocket

flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a functional buttonhole to align with the horizontal eyelet on the pocket.

SLEEVES:

Sleeve are to be straight and whole and to have a 1-1/2" "V" notch cufflet hem with edge stitching and to finish at a minimum of 9 1/2" long from shoulder seam.

BUTTONS:

First grade 19-ligne pearlescent.

SEWING:

Collar to be topstitched 1/4" off the edge. Shoulder straps and pocket flaps to be topstitched 1/4" off the edge. Sleeve inserting and side close felling seams are to be 1/4" double needle stitched.

THREAD:

All sewing threads to be color fast polyester wrap to match.

INTERLININGS:

Collar to be interlined with #285 Stabilized Mello-Press. Pocket flaps, straps and top center to be interlined with #550 Stabilized Mello-Press.

MILITARY CREASES:

There shall be five sharp silicone military creases on all shirts. One crease on each front to be centered vertically. Front creases shall not be through pockets and flaps. Spacing for three military creases across shirt back to be proportionate to the size of the shirt. Each sleeve shall have a pressed in crease.

CONSTRUCTION:

Collar, flaps and shoulder straps are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

LABELING:

Each shirt shall contain a printed label that states the Manufacturer, Size and Month and Year of manufacture. Label to be sewn on the outside front tail.

STOCK SIZES:

Shirts must be available in the following sizes:

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22

PANT SPECIFICATIONS

**RIDER B
TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RIDER C
EXCEPTIONS

N/A

**Men's Shirt Specifications (#ME-GW-LS)
Maine Game Warden
Page 1 of 3**

MEN'S SHIRT SPECIFICATIONS
Flying Cross by Fechheimer Item: ME-GW-LS

FABRIC:

Content:

55% Polyester / 45% Wool

Weight:

11.0 to 11.50 oz. / linear yard

COLOR:

Forest Green

STYLE:

To be Flying Cross Model ME-GW-LS. Dress style, top center placket front, full cut tapered fit, Banded Dress collar, long sleeves with barrel cuffs, and dress shirttail. Two pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps. Full badge reinforcement. Matching inside yoke and collar band of high lustre PolyTwill. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

COLLAR & STAND:

Collar points to measure 3" long with ultrasonically fused-in Mylar stays. Collar to have woven interlining of #285 Stabilized Mello-Press. Stays to be 2 3/4" long, 3/8" minimum width, and to be fused to under side of collar interlining. Stays applied directly to collar material itself unacceptable. Collar height at rear 1-1/2". Collar topstitched 1/4" off the edge. Collar stand to measure 1-5/16" at rear and band to be interlined with "Crease N Tack." Collar material itself (top or underside) shall have no fusing to Mylar stays or collar interlining.

FRONT:

The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. The shirt will have 7 buttons and buttonholes on the front; spacing between each will be 3-3/4" except the spacing between the neck button and the first button on the front, which will be approximately 3-1/4". Top center placket to have woven interlining of #550 Stabilized Mello-Press. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable.

SHOULDER STRAPS:

Contrasting Black Shoulder straps to be two-piece pointed, topstitched along the edge and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to be interlined with #550 Stabilized Mello-Press. Shoulder strap to have functional buttonhole to align with the horizontal eyelet on shoulder of shirt.

**Men's Shirt Specifications (#ME-GW-LS)
Maine Game Warden
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BADGE REINFORCEMENT

Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have 2 (two) round embroidered eyelets 1-1/4" from top of pocket flap spaced 1" apart and centered on sling.

POCKETS:

Two breast patch pockets with mitered corners and 1-1/2" stitched pleats. Pleats shall be stitched top and bottom and full length of pleat to prevent spreading. Pocket to measure 5-5/8" wide, 6" deep. Left breast pocket to have 1- 1/2" pencil stitch. Each pocket to have hook Velcro, 3/4" long by 1/2" wide, positioned on both edges of pocket to correspond with outer scalloped flap points as specified. Velcro to be stitched all sides.

FLAPS:

Contrasting Black, Two piece deep scalloped design to measure 5-7/8" across and 2-3/4" in depth at center point, 2-1/4" at sides. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1-1/2" to correspond precisely with pencil slot of pocket. (Stop & start stitching for pencil opening unacceptable and shall be cause for rejection.) Flaps to be topstitched along the edge. Flaps to have woven interlining of #550 Stabilized Mello-Press. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have looped Velcro 3/4" long by 1/2" wide stitched all sides, positioned on outer points of both pocket flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a functional buttonhole to align with the horizontal eyelet on the pocket.

SLEEVES:

Sleeve vent shall be a minimum of 4-1/2" long with one-piece top and bottom facings. Facing to measure 1-1/8" wide point blocked at top.

CUFFS:

Two piece 1/2-inch hemmed cuff with 1/4" topstitching. Cuffs to measure 3" in depth with rounded corners (barrel cuffs). Cuffs to have two buttons and corresponding buttonholes set vertically with one button and buttonhole in center of facing. Cuffs to have woven interlining of #550 Stabilized Mello-Press.

BUTTONS:

First grade 19-ligne pearlescent.

SEWING:

Collar and cuffs to be topstitched 1/4" off the edge. Shoulder straps and pocket flaps to be topstitched 1/4" off the edge. Sleeve inserting and side close felling seams are to be 1/4" double needle stitched.

THREAD:

All sewing threads to be color fast polyester wrap to match.

**Men's Shirt Specifications (#ME-GW-LS)
Maine Game Warden
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INTERLININGS:

Collar to be interlined with #285 Stabilized Mello-Press. Cuffs, pocket flaps, straps and top center to be interlined with #550 Stabilized Mello-Press. Collar band interlining to be Crease-N-Tack.

MILITARY CREASES:

There shall be five sharp silicone military creases on all shirts. One crease on each front to be centered vertically. Front creases shall not be through pockets and flaps. Spacing for three military creases across shirt back to be proportionate to the size of the shirt. Each sleeve shall have a pressed in crease.

CONSTRUCTION:

Collar, flaps, shoulder straps, and cuffs are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

LABELING:

Each shirt shall contain a printed label that states the Manufacturer, Size and Month and Year of manufacture. Label to be sewn on the outside front tail.

STOCK SIZES:

Shirts must be available in the following sizes:

Sleeve lengths: 32-37 inches

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22

**Men's Shirt Specifications (#ME-GW-SS)
Maine Game Warden
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MEN'S SHIRT SPECIFICATIONS
Flying Cross by Fechheimer Item: ME-GW-SS

FABRIC:

Content:

55% Polyester / 45% Wool

Weight:

11.0 to 11.50 oz. / linear yard

COLOR:

Forest Green

STYLE:

To be Flying Cross Model ME-GW-SS. Dress style, top center placket front, full cut tapered fit, convertible collar, short sleeves and dress shirttail. Two pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps. Full badge reinforcement. Matching inside yoke and banana band of high lustre PolyTwill. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

COLLAR:

Convertible collar shall be one piece. Collar points to measure 3" long with ultrasonically fused-in Mylar stays. Collar to have woven interlining of #285 Stabilized Mello-Press. Stays to be 2-3/4" long, 3/8" minimum width, and to be fused to underside of collar interlining. Stays applied directly to collar material itself unacceptable. Collar topstitched 1/4" off the edge. Collar material itself (top or underside) shall have no fusing to Mylar stays or collar interlining.

FRONT:

Each front shall have a facing approximately 3" in width. The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. Stitching on top center is not to be visible on the turn-back facing. The shirt will have 1 button at the neck and bottom front with 5 horizontal eyelets between and 7 buttonholes on the front; spacing between each will be 3-3/4" except the spacing between the neck button and the first button on the front, which will be approximately 3-1/4". Top center placket to have woven interlining of #550 Stabilized Mello-Press. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable.

SHOULDER STRAPS:

Contrasting Black Shoulder straps to be two-piece pointed, topstitched along the edge and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to be interlined with #550 Stabilized Mello-Press. Shoulder strap to have functional buttonhole to align with the horizontal eyelet on shoulder of shirt.

**Men's Shirt Specifications (#ME-GW-SS)
Maine Game Warden
Page 2 of 3**

BADGE REINFORCEMENT

Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have 2 (two) round embroidered eyelets 1-1/4" from top of pocket flap spaced 1" apart and centered on sling.

POCKETS:

Two breast patch pockets with mitered corners and 1-1/2" stitched pleats. Pleats shall be stitched top and bottom and full length of pleat to prevent spreading. Pocket to measure 5-5/8" wide, 6" deep. Left breast pocket to have 1- 1/2" pencil stitch. Each pocket to have hook Velcro, 3/4" long by 1/2" wide, positioned on both edges of pocket to correspond with outer scalloped flap points as specified. Velcro to be stitched all sides.

FLAPS:

Contrasting Black, Two piece deep scalloped design to measure 5-7/8" across and 2-3/4" in depth at center point, 2-1/4" at sides. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1-1/2" to correspond precisely with pencil slot of pocket. (Stop & start stitching for pencil opening unacceptable and shall be cause for rejection.) Flaps to be topstitched along the edge. Flaps to have woven interlining of #550 Stabilized Mello-Press. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have looped Velcro 3/4" long by 1/2" wide stitched all sides, positioned on outer points of both pocket flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a functional buttonhole to align with the horizontal eyelet on the pocket.

SLEEVES:

Sleeve are to be straight and whole and to have a 1-1/2" "V" notch cufflet hem with edge stitching and to finish at a minimum of 9 1/2" long from shoulder seam.

BUTTONS:

First grade 19-ligne pearlescent.

SEWING:

Collar to be topstitched 1/4" off the edge. Shoulder straps and pocket flaps to be topstitched 1/4" off the edge. Sleeve inserting and side close felling seams are to be 1/4" double needle stitched.

THREAD:

All sewing threads to be color fast polyester wrap to match.

INTERLININGS:

Collar to be interlined with #285 Stabilized Mello-Press. Pocket flaps, straps and top center to be interlined with #550 Stabilized Mello-Press.

**Men's Shirt Specifications (#ME-GW-SS)
Maine Game Warden
Page 3 of 3**

MILITARY CREASES:

There shall be five sharp silicone military creases on all shirts. One crease on each front to be centered vertically. Front creases shall not be through pockets and flaps. Spacing for three military creases across shirt back to be proportionate to the size of the shirt. Each sleeve shall have a pressed in crease.

CONSTRUCTION:

Collar, flaps and shoulder straps are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

LABELING:

Each shirt shall contain a printed label that states the Manufacturer, Size and Month and Year of manufacture. Label to be sewn on the outside front tail.

STOCK SIZES:

Shirts must be available in the following sizes:

Neck sizes: 14-1/2 to 18-1/2, 19, 20, 21, 22

Flying Cross by Fechheimer Item: Maine Game Warden

FABRIC:

Content: 55% Polyester/45% Wool
Weight: 16.5 - 17 oz. per linear yard
Weave: Elastique
Color(s): Forestry Green

STYLE:

Trouser shall be manufactured from an up-to-date men's uniform trouser pattern. The trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection. Gusseted crotch with folded front lining.

LINING MATERIAL:

The front and back pocket bags shall be out of black mesh material. The fly lining material shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 x 48 count. Pocketing must have a durable press finish and the color of the pocketing must be black.

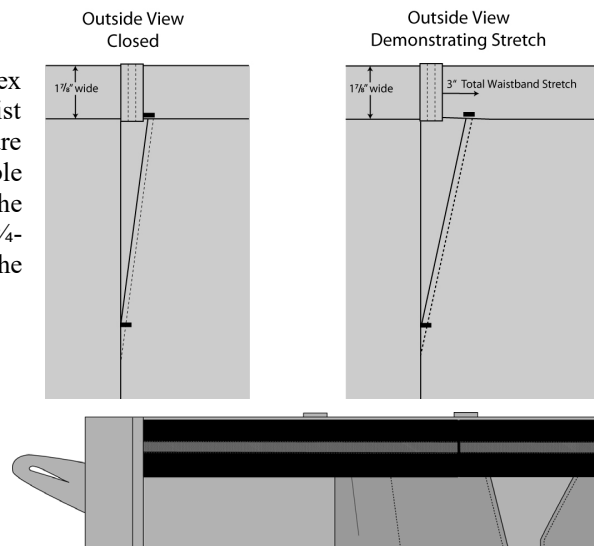
FREEDOM-FLEX WAISTBAND SYSTEM:

Trouser shall be made with a special Freedom-Flex Waistband System that will allow the wearer waist expansion of 2 1/2" to 3". The waistband shall measure a minimum of 1-7/8" wide when finished. The flexible expansion split portion of the waistband shall be to the front of the trouser side seam and there shall be a 3/4-inch wide side belt loop positioned to "hide" the expansion split of the waistband.

The waistband curtain shall consist of two different styles for maximum waistband expansion to enhance wearer comfort, fit, and appearance. The front of the trouser (to the expansion split) waistband curtain style shall consist of a 2-inch wide elastic section that incorporates Tru-Grip, a 1/2" surface area composed of thin 55 gauge rubber for maximum comfort and performance. The Tru-Grip acts to help keep shirts tucked in securely. (Use of a single silicone strip or strips instead of 1/2" wide rubberized surface area shall be cause for rejection.)

The back half of the trouser waistband curtain shall finish a minimum 2-1/8" wide and is to be made of black pocketing material and shall be attached to the top of the trouser with a zigzag stitch. The waistband curtain must also contain Tru-Grip and will line up with the Tru-Grip on the front of the expansion split. (Substitution of a silicone strip or strips in place of Tru-Grip shall not be acceptable and shall be cause for rejection.)

The waistband curtain is composed of a wet laid non-woven canvas weighing 3.3 oz. per square yard. The canvas is covered in the same color and material as the pocketing. The 1/2" rubberized surface area is positioned 1-1/4" up from the bottom of the curtain.



Men's Trouser Specification (Maine Game Warden)
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The specifications for the rubberized Tru-Grip curtain are as follows:

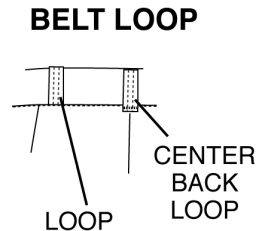
Width: 1-1/8-inch
Warp: 300 Denier Texturized Polyester
Filling: 300 Denier Texturized Polyester
Rubber: 55 Gauge
Count: 32-36 yarns per inch
Contents: 59% Polyester/41% Rubber

To complete the Freedom-Flex Waistband System, there shall be a 1-1/4" wide elastic component sewn into the back half of the waistband curtain to allow for the stretch and recovery of the waistband to comfortably fit the wearer's waist size. There shall be a bartack for strength and durability sewn at the stress point on the waistband where it joins the front elasticized waistband curtain joining stitching (positioned, on the waistband above the front pocket.)

The waistband closure shall be accomplished with one crush proof hook and eye centered on the waistband for wearer comfort. The hook and eye shall be reinforced with a 7/8" non-woven tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection). In addition to the stitching of the waistband when it is set onto the trouser, the waistband must also be topstitched below the waistband seam of the trouser to be finished to allow for alterations (with ample fabric and curtain material to allow trouser size to be increased at least one size). The outlet in the seat is to be proportional to the waist outlet so the seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum stretch.

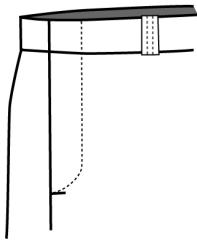
BELT LOOPS:

There shall be a minimum of seven belt loops 1" in width of double thickness (2 1/4" opening). Each loop must have a non-woven interlining for added durability. All loops (except back center) must be sewn into the top and bottom of the waistband. The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration.



FLY:

"J" STITCH Trouser shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic trouser fabric (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same material and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J" stitch equipment eliminating puckering and providing a clean finish. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch.

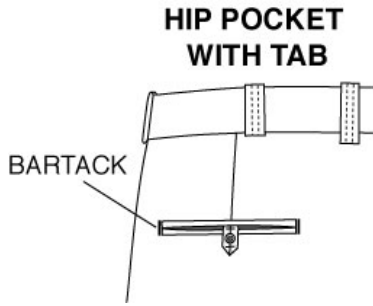


POCKETS:

The two (2) front pockets will be quarter top style with a minimum opening of 7" and a minimum depth of 5-3/4" measured from the bottom of the opening. Front pockets to have firm straight bartacks at top and bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facing and barrier to be made of the basic trouser fabric. Facing shall be a minimum of 1" and barrier shall measure a minimum of 2" (measured to the inside edge of pocket lining).

Men's Trousers Specification (Maine Game Warden)
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The two (2) hip pockets shall have a minimum 5-1/2" wide (bartack to bartack) opening and a minimum depth of 7" measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have straight bartacks for reinforcement (use of triangular bartacks shall be cause for rejection). Hip pocket facing and barrier are to be made of basic trouser fabric. Facing shall be a minimum of 3/4" and the barrier shall be a minimum of 1-1/2". The left hip pocket shall have a centered tab made of basic cloth inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish.



interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish.

SEAT:

Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability.

CREASES:

The leg creases, front and back will have a silicone bead put in by using the Lintrak process.

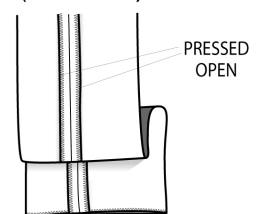
STRIPE:

Trousers shall have 1 1/2" stripe to the waistband sewn on top of side seam made of black.

STITCHING, PRESSING & FINISHING:

Trouser must be stitched with matching thread. Trouser must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams are edge serged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing. Trouser must be cleaned and finished to eliminate loose threads.

**SERGED
 INSEAM/OUTSEAM
 (INSIDE VIEW)**



LABELS:

Trouser must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut number, and WPL or RN number must be on the outside of the waistband. Ticket to be matchbook style installed with plastic staples for easy removal without damaging trouser material and showing size when trousers are stacked.

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
VC1000067818	32260 05	Neptune Uniform & Equip. Inc.	Fechheimer	32260 05	20085	Uniform Trouser	Color: Forest Green # 92727	EA	\$86.50	120
VC1000067818	PA-SP-SS	Neptune Uniform & Equip. Inc.	Fechheimer	PA-SP-SS	20085	Uniform Shirt, Short Sleeve, Summer, w/patches	Color: Forest Green # 92727	EA	\$72.00	120
VC1000067818	PA-SP-LS	Neptune Uniform & Equip. Inc.	Fechheimer	PA-SP-LS	20085	Uniform Shirt, Long Sleeve, Winter, w/patches	Color: Forest Green # 93389	EA	\$89.50	120