

MA 18P 2208160000000000039
MODIFICATION

State of Maine



Master Agreement

Effective Date: 09/08/22

Expiration Date: 08/31/24

Master Agreement Description: Master Agreement for Disposable Gloves, Nitrile and Vinyl

Buyer Information

Michelle Johnson 207-624-7340 ext. Michelle.Johnson@Maine.gov

Issuer Information

Michelle Johnson 207-624-7340 ext. Michelle.Johnson@Maine.gov

Requestor Information

Michelle Johnson 207-624-7340 ext. Michelle.Johnson@Maine.gov

Agreement Reporting Categories

Reason For Modification: Extending Agreement to 8/31/2024, pricing remaining the same.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000025910

Vendor Name

Hemera Holding LLC

Alias/DBA

Vendor Address Information

631 Progress Way

Sanford, FL 32771

US

Vendor Contact Information

Babak Shirali
4077324306 ext.
ceo@hemeraholding.com

Commodity Information

Vendor Line #: 1

Vendor Name: Hemera Holding LLC

Commodity Line #: 1

Commodity Code: 20142

Commodity Description: Master Agreement for Disposable Gloves, Nitrile and Vinyl

Commodity Specifications:

Commodity Extended Description: Group 3- Blue- 6 MIL, SM, MED, LG, XL, 2X (Food/Medical/Janitorial Grade) 100/box
Group 5- Black- 4-5 MIL, MED, LG, XL, 2X (Food/Medical Grade) 100/box
Group 6- Black- 6 MIL, XS, SM, MED, LG, XL, 2X (Used for Mail, Booking & Searches) 100/box

| | | |
|------------------------|----------------------------|--------------------------|
| Quantity | UOM | Unit Price |
| 0.00000 | | 0.000000 |
| Delivery Days | Free On Board | |
| 0 | | |
| Contract Amount | Service Start Date | Service End Date |
| 0.00 | | |
| Catalog Name | Discount | |
| Hemera | 0.0000 % | |
| | Discount Start Date | Discount End Date |
| | 09/08/22 | 08/31/24 |

Please see authorized signatures displayed on the next page

State of Maine – Department of Administrative and Financial Services
Division of Procurement Services
111 Sewall Street, 9 State House Station
Augusta, Maine 04333-0009
Tel. (207) 624-7340

Contract Number
MA 220816*0039

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Disposable Gloves, Nitrile and Vinyl

Contractor: Hemera Holding LLC

Mater Agreement Competitive Bid RFQ: 22070500000000000003

Contract Period Extended Through: August 31, 2024

Extended Contract Pricing: Extended at current pricing.

Agreement to extend Master Agreement 18P – 22081600000000000039 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:
Brandon Martin
2F79272FCC37434...

8/31/2023

Brandon Martin, Acting, Deputy Chief Procurement Officer

Date

and

Hemera Holding LLC

DocuSigned by:
Babak Shirali
5E8BE4C199A1476...

8/31/2023

Babak Shirali, CEO

Date

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- Appendix A from RFQ |
| <input checked="" type="checkbox"/> | Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ |
| <input checked="" type="checkbox"/> | Price sheet |
| <input type="checkbox"/> | Other – Included at Department's Discretion |

RIDER A**Master Agreement for Disposable Gloves, Nitrile and Vinyl****MA# 18P 22081600000000000039**

COMMODITY: Annual Master Agreement for Disposable Gloves, Nitrile and Vinyl. **All** Gloves are to be **Powder Free**.

- Group 3- Blue- 6 MIL, SM, MED, LG, XL, 2X (Food/Medical/Janitorial Grade) 100/box
- Group 5- Black- 4-5 MIL, MED, LG, XL, 2X (Food/Medical Grade) 100/box
- Group 6- Black- 6 MIL, XS, SM, MED, LG, XL, 2X (Used for Mail, Booking & Searches) 100/box

The State reserves the right to add other similar items or commodities to the Master Agreement (MA) contract 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.

Master Agreement Competitive Bid RFQ: 18P 220705000000000000003

INITIAL CONTRACT PERIOD: Through August 31, 2023. This Master Agreement will have the option for 4 additional one-year renewals.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **three (3)** remaining renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

:

| Period | Start Date | End Date |
|-------------------|------------|-----------|
| Renewal Period #1 | 9/1/2023 | 8/31/2024 |
| Renewal Period #2 | 9/1/2024 | 8/31/2025 |
| Renewal Period #3 | 9/1/2025 | 8/31/2026 |
| Renewal Period #4 | 9/1/2026 | 8/31/2027 |

QUANTITIES: The contract will cover the actual quantities ordered by all agencies over the length of the contract.

NO MINIMUMS: Minimum quantities for Delivery will **NOT** be considered.

DESCRIPTIONS: Complete Descriptions of the gloves are on the attached spreadsheet (See Item Description and Extended Description for each item).

NO COLOR SUBSTITUTIONS: Colors of gloves required are included in the specifications. No color substitutions will be considered.

PACKAGING: **All** Gloves are to be packaged in **boxes of 100**, and they are to be priced by the box.

PRICES: Prices bid are to be net including transportation charges fully pre-paid by the Vendor FOB destination with NO minimum orders. Prices are to remain firm for the duration of the contract.

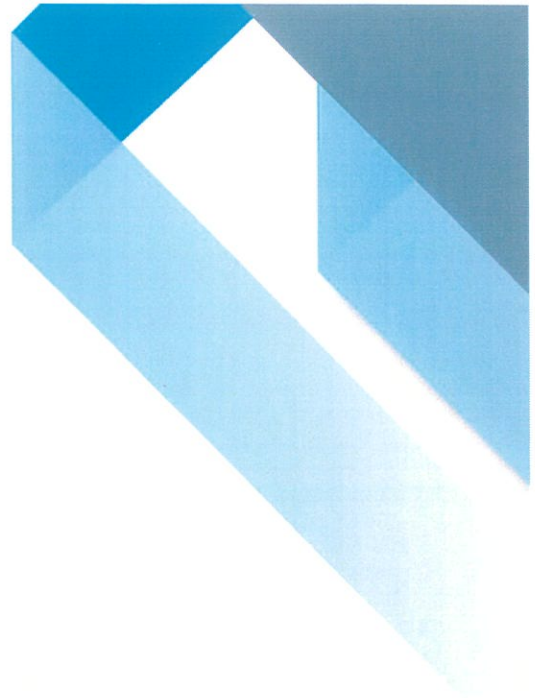
ORDERING PROCEDURE: All agencies will place individual orders directly with the awarded Vendor(s). Delivery Orders (DO) will be issued for all orders over \$5000. Orders in the amount of \$5000 or less may be ordered using a DO or be using a State Procurement Card (Credit Card).

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. 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.

QUARTERLY REPORT: The Division of Procurement Services will require the awarded vendor to submit a quarterly report of sales within 30 days of the end of each calendar quarter. The report should contain the Date, Agency Name, Location (City or Town), Items Ordered, Quantities and Dollar Amount. It is requested that this report be emailed in excel format.



PARAMOUNT



Paramount Paramount Turquoise

- Multipurpose Nitrile Gloves
- Powder Free – Disposable - Ambidextrous
- Superb puncture and abrasion resistance
- Finger textured enhances wet and dry grip.
- Latex-Free protecting against skin allergies



HEMERA
HOLDING LLC



www.hemeraholding.com



(+1)407-878-0029



sales@hemeraholding.com



Product Specification:

Product: Paramount Turquoise Multipurpose Gloves
Material: 100% Nitrile (Acrylonitrile-butadiene)
Features: Non-sterile, Ambidextrous, Single Use, Powder Free, Finger Textured Surface - Beaded cuff - Powder Free - Straight fingers.
Size: Small - Medium - Large - Extra Large
Thickness: 6 mil
Color: Turquoise
Shelf Life: 5 years with the recommended storage condition

AQL 1.5

Suitable for cleaning, lab and industrial applications, food handling, pet care and beauty saloon

Handling and Storing:

- The product should be stored in a cool dry place avoiding exposure to direct sunlight, high temperature and humidity.
- After the package is open, direct sunlight, fluorescent lighting and devices generating ozone should be avoided, and the product should be kept away from X-ray apparatus.
- Do not store these gloves with organic solvents as these solvents can degrade the gloves.
- Ventilation is not necessary under normal storage condition.

Hazard(s) Identification:

Do not use for handling organic solvents.

1) Biological hazards

- Components used in glove manufacturing may cause allergic reaction in some user.

2) Hazards related to the re-use of the medical device

- Re-use of the non-sterile single use medical glove, leading to
 - loss of product lot traceability,
 - risk of contamination and infection increases due to improper cleaning process,
 - damages / weakening by the cleaning processes leading to increased risk of holes and tear during re-use.

PERFORMANCE REQUIREMENTS:

Pre-shipment

| Characteristics | Inspection Level | Acceptable Quality Level |
|---|------------------|--------------------------|
| Dimension | S2 | 4.0 |
| Physical Properties | S2 | 4.0 |
| Freedom from Holes (1000 ml Water Leak Test) | G1 | 1.5 |
| Visual Defects: | G1 | 2.5 |
| Major Visual | | |
| Minor Visual | | |

Powder Residue: Contains less than 2 mg per glove.

Product Conformance: Conform to ASTM D6319 and EN 455. In compliance with European Medical Device Directive 93/42/EEC (CE Class 1).

Quality Assurance: Manufacturing process in compliance with ISO 9001 & ISO 13485 Quality Management System and ISO 14001 Environmental Management System.

Dimension:

| Description | Size | |
|-----------------|-------------|-----------|
| Palm Width (mm) | Small | 83 - 86 |
| | Medium | 93 - 96 |
| | Large | 102 - 105 |
| | Extra Large | 112 - 115 |
| Length (mm) | | 290 - 300 |

Thickness (Single Wall):

| Description | Size | |
|----------------|-----------|--|
| Thickness (mm) | All Sizes | Finger (at 15mm from the extreme tip): 0.18 - 0.22 |
| | | Palm (at center of palm): 0.12 - 0.16 |
| | | Cuff: 0.08 - 0.12 |

Physical Properties:

| | Description | Standard |
|--------|------------------------|-----------|
| Unaged | Tensile Strength (MPa) | 21 - 28 |
| | Elongation (%) | 500 - 650 |
| | Force At Break (N) | ≥ 9 |
| Aged | Tensile Strength (MPa) | 19 - 26 |
| | Elongation (%) | 500 - 700 |
| | Force At Break (N) | ≥ 6 |



HEMERA
HOLDING LLC

Address: 631 Progressway,
Sanford, FL 32771

Phone:
(+1) 407-878-0029

Email:
sales@hemeraholding.com

Website:
hemeraholding.com

GLOVES

Black color



www.hemeraholding.com

G6

- Powder Free – Latex Free – Disposable – Ambidextrous
- High Quality Nitrile Gloves with superior tactile sensitivity, comfort, and flexibility.

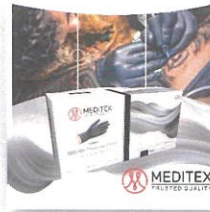
Lightly textured finish offering excellent touch sensitivity and grip.



MEDITEX
TRUSTED QUALITY



HEMERA
HOLDING LLC

**POWDER CONTENT:**

Powder Content: Max. 2.0 mg / glove (ASTM D6124)

PACKAGING:

Packaging by weight. Each dispenser box contains 100 gloves and 10 dispensers in a shipping case.

PACKING LOT IDENTIFICATION:

Packing Lot Number: TYMMXXX

T = Type of glove

YY = Year: Last 2 digits of the calendaring year

MM = Month: Follow the code of the month

XXX = Running number: start from 001 by month applicable for internal use only unless requested by customer

PRODUCT SHELF LIFE:

3 Years

Dimension:

| | | |
|------------------------|-----|------------|
| Width (mm) | XS | 75 ± 5 |
| | S | 85 ± 5 |
| | M | 95 ± 5 |
| | L | 105 ± 5 |
| | XL | 115 ± 5 |
| | XXL | 125 ± 5 |
| Length (mm) | | Min. 240 |
| Inspection Level / AQL | | S2,AQL 4.0 |

GLOVES WEIGHT

| | | | | | | |
|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Gloves Size | XS | S | M | L | XL | XXL |
| Gloves Weight (g) | 2.8 ± 0.2 | 3.2 ± 0.2 | 3.5 ± 0.2 | 3.9 ± 0.2 | 4.2 ± 0.2 | 4.7 ± 0.2 |

GLOVES Thickness

| | | | | |
|---------------------------|---------------------------|------------------|----------------------------|---|
| Location of Thickness | Cuff | Palm | Finger | Inspection Level / AQL S2,AQL 4.0 |
| Measurement | (25 ± 5 from bead) | (center of palm) | (13 ± 3 from fingertip) | |
| Single Wall (mm) | 0.05 – 0.08 | 0.05 – 0.08 | 0.06 – 0.12 | |
| Beading Thickness (mm) | Min. 0.5 (Reference only) | | | |

Physical Properties:

| | | | | | | |
|-----|---------------------------|-------------------|-----------|---------------------------|-------------------|-----------|
| Min | Before Aging | | | After Aging | | |
| | ASTM D412 | | EN 455 | ASTM D412,ASTM D573 | | EN 455 |
| | Tensile Strength (Mpa) | Elongation (%) | Force (N) | Tensile Strength (Mpa) | Elongation (%) | Force (N) |
| | 14 | 500 | 6 | 14 | 400 | 6 |

WATERTIGHT TEST

| | |
|------------------------|------------|
| Freedom From Holes | |
| Inspection Level / AQL | GI,AQL 1.5 |

VISUAL INSPECTION

| | |
|------------------------|------------|
| Major Visual Defects | |
| Inspection Level / AQL | GI,AQL 2.5 |

Address: 631 Progressway,
Sanford, FL 32771Phone:
(+1)407-878-0029Email:
sales@hemeraholding.comWebsite:
hemeraholding.com



MONALISA



6 mil

MONALISA BLACK NITRILE GLOVES

Exceptional tactile sensitivity, comfort, and durability
Superior protection against chemical solvents and oils



sales@hemeraholding.com



(+1) (407) 732 4306



www.hemeraholding.com



HEMERA
HOLDING LLC

Product Specification:

| | |
|-------------------------------|---|
| Product: | Monalisa Black Nitrile Gloves |
| Material: | Nitrile butadiene rubber |
| Grade: | Multipurpose |
| Thickness & Color: | 6 mil Black |
| Features: | Single use, Powder free, Latex free, non-sterile, ambidextrous, beaded cuffs, finger tip textured |
| Conformance: | ASTM D6319 (Dimension and Physical properties) |
| Packaging: | 100 gloves per box and 10 boxes per case |
| Shelf life: | 5 years |



MONALISA



Storage: The product should be stored in a cool dry place avoiding exposure to direct sunlight, high temperature and humidity. After the package is open, direct sunlight, fluorescent lighting and devices generating ozone should be avoided, and the product should be kept away from X-ray apparatus.

Dimension

| Size | Palm Width (mm) | Length (mm) |
|-------------|-----------------|-------------|
| Extra-Small | 70±10 | min. 220 |
| Small | 80±10 | min. 220 |
| Medium | 95±10 | min. 230 |
| Large | 110±10 | min. 230 |
| Extra-Large | 120±10 | min. 230 |

Thickness

| Point of Thickness Measurements | Single Wall (mm) |
|---------------------------------|------------------|
| Finger | 0.05 |
| Palm | 0.05 |

Physical Properties

| Criteria | Before Aging | After Aging |
|------------------------|--------------|-------------|
| Tensile Strength (MPa) | min. 14 | min. 14 |
| Elongation (%) | min. 500 | min. 400 |

Pre-shipment

| Inspection Criteria | Inspection Level | AQL |
|-------------------------------------|------------------|-------|
| Barrier Defects | G-1 | ≤ 4.0 |
| Visual Inspection for Major Defects | G-1 | ≤ 4.0 |
| Visual Inspection for Minor Defects | G-1 | ≤ 10 |

Hazard(s) Identification:

Do not use for handling organic solvents.

- 1) Components used in glove manufacturing may cause allergic reaction in some user.
- 2) Re-use of the non-sterile single use medical glove, leading to
 - i) loss of product lot traceability,
 - ii) risk of contamination and infection increases due to improper cleaning process,
 - iii) damages / weakening by the cleaning processes leading to increased risk of holes and tear during re-use.



HEMERA
HOLDING LLC

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.

Debarment, Performance, and Non-Collusion Certification

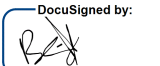
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

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

| | |
|---|-----------------|
| Name: Babak Shirali | Title: CEO |
| | |
| Authorized Signature:  | Date: 8/31/2023 |

Appendix D

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

RFQ # 18P 2207050000000000003

Master Agreement for Disposable Gloves, Nitrile and Vinyl

The Division of 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.

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: Hemera Holding LLC

Address: 631 Progress Way Sanford, FL 32771

Signature:

DocuSigned by:

5E8BE4C199A1476...

Date: 8/31/2023
