

MA 18P 17111600000000000058
MODIFICATION

State of Maine



Master Agreement

Effective Date: 11/16/17

Expiration Date: 11/30/21

Master Agreement Description: Clothing, IFW Woolen Jacket & Vest

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

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

Agreement Reporting Categories

Reason For Modification: Vendor has agreed to extend MA, holding current pricing.

Authorized Departments

09A INLAND FISHERIES & WILDLIFE
13A MARINE RESOURCES
01A AGRICULTURE

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000010624

Vendor Name

Johnson Woolen

Alias/DBA

Vendor Address Information

P.O. Box 612
51 Lower Main Street
Johnson, VT 05656
US

Vendor Contact Information

Stacy Manosh
802-635-2271 ext.
woolens4u@pshift.com

Commodity Information

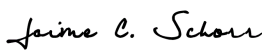
Vendor Line #: 1
Vendor Name: Johnson Woolen
Commodity Line #: 1
Commodity Code: 20000
Commodity Description: Clothing, IFW Woolen Jacket & Vest
Commodity Specifications: Vendor has agreed to Extend MA at current pricing. Clothing, IFW Woolen Jacket & Vest
Commodity Extended Description:

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Johnson Woolen	0.0000 %	
	Discount Start Date	Discount End Date
	11/16/17	11/30/21

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:
 11/2/2020

6D6437754DD0459...
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor Johnson woolen Mills

DocuSigned by:
 11/3/2020

96E07603C1544AC...
Signature Date

Stacy Manosh owner

Print Representative Name and Title

Division of Procurement Services
ATTN: Sue Garcia, Procurement Analyst II
Burton M. Cross Office Building
9 State House Station
Augusta, ME 04333-0009
Tel.: (207) 624-7338
Fax: (207) 287-6578

Contract Number
MA 18P 171116*58

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Clothing, Woolen Jackets, Pants & Vest

Contractor: Johnson Woolen

Contract Period Extended To: November 30, 2021

Extension Clause: The State reserves the right to extend this contract at new lower pricing and current contract terms and conditions, for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract Number **MA 18P 171116*58** until **11/30/21** with new lower pricing and existing terms and conditions remaining as shown in the original Annual Contract Award Notification Copy of which is acknowledged on this date.

Contractor: *Johnson Woolen Mills*

By (please print name): *STACY manosh*

By (Signature): *Stacy manosh*

E-mail Address: woolens4u@pshift.com

Date: *10/28/20*

ACCEPT THE STATE OF MAINE CREDIT CARD: _____ YES ☒ NO

Report: It is the responsibility of the vendor to produce a monthly report. The Division of Purchases will require the vendor to submit a monthly report due by the 5th working day of each month on what was purchased during that month. The agency name must be listed as well as how many cards purchased, and the amount of money.

If you have not produced a monthly report during the past year, please submit them as soon as possible.

(The reports can be emailed to Sue.h.Garcia@maine.gov)

Dollar value the State has spent on this contract for the past 12 months: \$ *Not Sure*

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

Wool Jackets and Vests Department of
Conservation/Parks & Lands/Forestry, Inland Fisheries
& Wildlife, Marine Patrol

MA 18P 171116-058

COMMODITY: Wool Clothing, Johnson Wool Jackets, Model 1145-SP Scarlet Red, Zippers on sides, Badge Tab, Black Epaulets and Reversible Vest Model VR74 Spruce Green/Blaze Orange. **No Substitutes, must match current uniform inventory.** 2 Patches will be sewn on each jacket shoulder sleeve, department supplies the patches.

CONTRACT PERIOD: This Mater Agreement was created by waiving the competitive bid process, NOI 1120171794. Period begins November 16, 2017 and ends November 30, 2021.

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.

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: Quantity of items over the duration of the contract is unknown. It is understood and agreed that the contract will cover the actual quantities ordered by the Department, over the length of the contract.

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 with 10 working 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. Vendor must agree to supply in bulk or singularly. Delivery must be received by department within 10 business days of receipt of order. **Failure to comply with the above provision could be considered a breach of contract.**

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for all 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 Purchases' Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

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.

QUARTERLY REPORT: The Division of Procurement Services **requires a quarterly report of sales** be emailed 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 Purchases
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.

SPECIFICATIONS:

**JOHNSON WOOL REVERSIBLE VEST
MODEL VR74 SPRUCE GREEN/ BLAZE ORANGE**

REVERSIBLE VEST

- (1) 85% Wool, 15% Nylon shell.
- (2) Flat Back
- (3) Slash Pockets
- (4) Back Tab
- (5) Inside Pockets w/ wool blend Shell
- (6) Blaze Orange 10 Mile cloth



Sizes to include: Small through 4X-Large. Regular and Tall

JOHNSON WOOL “CRUISER” JACKETS
MODEL 1174-SP SPRUCE GREEN
MODEL 1145-SP SCARLET RED

- 85% Wool, 15% Nylon
- cape over the shoulders, front and back
- zip front closure
- two breast pockets w/ one 1” button closure ea.
- two lower slash pockets
- Body lined
- Neck lined w/ nylon material
- Inside cuffs lined w/ black cloth material
- Cuffs with 1” button closure
- Utility pocket in back



Sizes to include: 36 to 60 in Regular and 40 to 58 in Tall

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 or 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

Appendix A

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

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <u>Johnson Woolen Mills, LLC</u>		
Chief Executive - Name/Title: <u>Stacy Manosh - Owner</u>		
Tel: <u>802-635-2271</u>	Fax: <u>802-635-7092</u>	E-mail: <u>woolens4u@psht.ft.com</u>
Headquarters Street Address: <u>51 Lower Main Street E</u>		
Headquarters City/State/Zip: <u>Johnson, VT. 05656</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: <u>Stacy Manosh</u>	Title: <u>owner</u>
Authorized Signature: <u>Stacy Manosh</u>	Date: <u>10/28/20</u>

MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
Johnson Woolen	VR74-XS-XL	20000	Vest, Reversible, Johnson Wool VR74 Spruce Green XS-XL	Sizes XS-XL	ea	\$129.95	10
Johnson Woolen	VR742XL-3XL	20000	Vest, Reversible, Johnson Wool VR74 Spruce Green 2X-3X	Sizes 2XL - 3XL	ea	\$139.95	10
Johnson Woolen	VR74-4XL	20000	Vest, Reversible, Johnson Wool VR74 Spruce Green 4X	Sizes 4XL	ea	\$149.95	10
Johnson Woolen	VR74-XS-XL	20000	Vest, Reversible, Johnson Wool VR74 Spruce Green Tall XS-XL	Tall, Sizes XS-XL	ea	\$139.95	10
Johnson Woolen	VR742XL-3XL	20000	Vest, Reversible, Johnson Wool VR74 Spruce Green Tall 2X-3X	Tall, Sizes 2XL - 3XL	ea	\$149.95	10
Johnson Woolen	VR74-4XL	20000	Vest, Reversible, Johnson Wool VR74 Spruce Green Tall 4X	Tall, Sizes 4XL	ea	\$159.95	10
Johnson Woolen	1145-SP	20000	Jacket Johnson Wool 1145-SP, Scarlett Red XS-XL	Sizes XS-XL, w/Black epaulets Zippers on sides, Badge Tab	ea	\$259.95	10
Johnson Woolen	1145-SP	20000	Jacket Johnson Wool 1145-SP, Scarlett Red 2X-3X	Sizes 2XL-3XL, w/Black epaulets Zippers on sides, Badge Tab	ea	\$299.95	10
Johnson Woolen	1145-SP	20000	Jacket Johnson Wool 1145-SP, Scarlett Red 4X	Sizes 4XL, w/Black epaulets Zippers on sides, Badge Tab	ea	\$339.95	10
Johnson Woolen	1145-SP	20000	Jacket Johnson Wool 1145-SP, Scarlett Red Tall 2X-4X	Tall, Sizes 2X-4X, w/Black epaulets Zippers on sides, Badge Tab	ea	\$339.95	10
Johnson Woolen	1145-SP	20000	Jacket Johnson Wool 1145-SP, Scarlett Red Tall XS-XL	Tall, Sizes XS-XL, w/Black epaulets Zippers on sides, Badge Tab	ea	\$299.95	10