

NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 06/04/19

**Expiration Date:** 04/30/21

**Master Agreement Description:** Clothing -Carhartt - Clothing

**Buyer Information**

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

**Issuer Information**

MARY BROCHU 207-287-3237 ext. mary.l.brochu@maine.gov

**Requestor Information**

Mark S Mccarthy 207-287-4389 ext. MARK.S.MCCARTHY@MAINE.GOV

**Authorized Departments**

03A CORRECTIONS  
ALL

**Vendor Information**

**Vendor Line #: 1**

**Vendor ID**  
VC1000061026

**Vendor Name**  
MASTERMAN'S LLP  
**Alias/DBA**

**Vendor Address Information**

PO BOX 411  
  
AUBURN, MA 01501  
US

**Vendor Contact Information**

Brett Jacobson  
800-525-3313 ext. 287  
bjacobson@mastermans.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** MASTERMAN'S LLP

**Commodity Line #:** 1

**Commodity Code:** 20000

**Commodity Description:** Clothing - Carhartt

**Commodity Specifications:** Master Agreement for Carhartt clothing. Please see attachment for complete specifications made a part of this MA.

**Commodity Extended Description:** Carhartt Clothing - Shirts, Pants, Sweatshirts, Vest & Jackets, Various Colors. No Substitutes - Must match current uniforms and inventory.

<b>Quantity</b> 0.00000	<b>UOM</b>  <b>Free on Board</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 20		
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 06/04/19	<b>Service End Date</b> 04/30/21
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**Carhartt Clothing**  
**Terms and Conditions**  
**Master Agreement**  
**Dept. of Corrections**  
**Statewide Locations**

**COMMODITY:** Carhartt Clothing, Shirts, Pants, Sweatshirts, Vest & Jackets, Various Colors.

**CONTRACT PERIOD:** Immediately thru April 30, 2021, with the option of (2) two (1) one year renewals 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.

**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. Vendor must agree to supply in bulk or singularly. Items (all sizes including special sizes) must be received 15 business 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.

**QUARTERLY REPORT:** The Division of Procurement Services **requires a quarterly report of sales** be e-mailed to: [sue.h.garcia@maine.gov](mailto: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, 4<sup>th</sup> 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.

**OPPORTUNITIES FOR POLITICAL SUBDIVISIONS AND SCHOOL DISTRICTS:**

The Division of Procurement Services is committed to providing purchasing opportunities for political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing. The successful bidder's willingness to extend contract pricing to these entities will be considered in making this award.

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

**XX** - Yes, unconditionally

VENDOR CUSTOMER	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURE R PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000061026	CAR-V01 (REG)	Masterman's LLP	Carhartt	V01	20000	Vest Duck, MENS Cotton Heavyweight	Size: SM-2XLg, Colors: Black, Brown	EA	\$43.19	20
VC1000061026	CAR-V01 (BIG)	Masterman's LLP	Carhartt	V01	20000	Vest Duck, MENS Cotton Heavyweight	Size: 3XLg, Colors: Black, Brown	EA	\$46.79	20
VC1000061026	CAR-J130 (REG)	Masterman's LLP	Carhartt	J130	20000	w/hood	Size: SM-2XLg, Colors: Black, Midnight	EA	\$68.40	20
VC1000061026	CAR-J130 (BIG)	Masterman's LLP	Carhartt	J130	20000	w/hood	Size: 3XLg, Colors: Black, Midnight & Ca	EA	\$74.40	20
VC1000061026	CAR-J130 (BIG)	Masterman's LLP	Carhartt	J130	20000	w/hood	Size: 4XLg, Colors: Black, Midnight & Ca	EA	\$74.40	20
VC1000061026	CAR-J130 (BIG)	Masterman's LLP	Carhartt	J130	20000	w/hood	Size: 5XLg, Colors: Black, Midnight & Ca	EA	\$74.40	20
VC1000061026	CAR-J130 (TLL)	Masterman's LLP	Carhartt	J130	20000	w/hood	Size: Tall Med-2XLg, Colors: Black, Mid	EA	\$74.40	20
VC1000061026	CAR-J130 (TLL)	Masterman's LLP	Carhartt	J130	20000	w/hood	Size: Tall 3XLg, Colors: Black, Midnight	EA	\$74.40	20
VC1000061026	CAR-J130 (TLL)	Masterman's LLP	Carhartt	J130	20000	w/hood	Size: Tall 4XLg, Colors: Black, Midnight	EA	\$74.40	20
VC1000061026	CAR-C61 (REG)	Masterman's LLP	Carhartt	C61	20000	Jacket, Sherpa Lined, Cotton Sandstone Duck	Sizes: SM-2XLg, Colors: Black & Dk Bro	EA	\$84.00	20
VC1000061026	CAR-C61 (BIG)	Masterman's LLP	Carhartt	C61	20000	Jacket, Sherpa Lined, Cotton Sandstone Duck	Sizes: 3XLg, Colors: Black & Dk Brown	EA	\$90.00	20
VC1000061026	CAR-C61 (BIG)	Masterman's LLP	Carhartt	C61	20000	Jacket, Sherpa Lined, Cotton Sandstone Duck	Sizes: 4XLg, Colors: Black & Dk Brown	EA	\$90.00	20
VC1000061026	CAR-C61 (TLL)	Masterman's LLP	Carhartt	C61	20000	Jacket, Sherpa Lined, Cotton Sandstone Duck	Sizes: Tall Lg-2XLg, Colors: Black & Dk	EA	\$90.00	20
VC1000061026	CAR-C61 (TLL)	Masterman's LLP	Carhartt	C61	20000	Jacket, Sherpa Lined, Cotton Sandstone Duck	Sizes: Tall 3XLg, Colors: Black & Dk Bro	EA	\$90.00	20
VC1000061026	CAR-C61 (TLL)	Masterman's LLP	Carhartt	C61	20000	Jacket, Sherpa Lined, Cotton Sandstone Duck	Sizes: Tall 4XLg, Colors: Black & Dk Bro	EA	\$90.00	20
VC1000061026	CAR-102908 (REG)	Masterman's LLP	Carhartt	102908	20000	Sweatshirt hooded, FR Heavyweight Zip Front, flame-Res	Sizes: SM-2XLg, Color: Dark Navy	EA	\$162.00	20
VC1000061026	CAR-102908 (BIG)	Masterman's LLP	Carhartt	102908	20000	Sweatshirt hooded, FR Heavyweight Zip Front, flame-Res	Sizes: 3XLg, Color: Dark Navy	EA	\$186.00	20
VC1000061026	CAR-102908 (BIG)	Masterman's LLP	Carhartt	102908	20000	Sweatshirt hooded, FR Heavyweight Zip Front, flame-Res	Sizes: 4XLg, Color: Dark Navy	EA	\$186.00	20
VC1000061026	CAR-102908 (TLL)	Masterman's LLP	Carhartt	102908	20000	Sweatshirt hooded, FR Heavyweight Zip Front, flame-Res	Sizes: Tall Med-2XLg, Color: Dark Navy	EA	\$186.00	20
VC1000061026	CAR-102908 (TLL)	Masterman's LLP	Carhartt	102908	20000	Sweatshirt hooded, FR Heavyweight Zip Front, flame-Res	Sizes: Tall 3XLg, Color: Dark Navy	EA	\$186.00	20
VC1000061026	CAR-102908 (TLL)	Masterman's LLP	Carhartt	102908	20000	Sweatshirt hooded, FR Heavyweight Zip Front, flame-Res	Sizes: Tall 4XLg, Color: Dark Navy	EA	\$186.00	20
VC1000061026	CAR-100614 (REG)	Masterman's LLP	Carhartt	100614	20000	Sweatshirt hooded, Rain Defender Paxton Heavyweight Zip Front	Sizes: SM-2XLg, Colors: Black, Carbon	EA	\$41.40	20
VC1000061026	CAR-100614 (BIG)	Masterman's LLP	Carhartt	100614	20000	Sweatshirt hooded, Rain Defender Paxton Heavyweight Zip Front	Sizes: 3XLg, Colors: Black, Carbon Hea	EA	\$44.40	20
VC1000061026	CAR-100614 (BIG)	Masterman's LLP	Carhartt	100614	20000	Sweatshirt hooded, Rain Defender Paxton Heavyweight Zip Front	Sizes: 4XLg, Colors: Black, Carbon Hea	EA	\$44.40	20
VC1000061026	CAR-100614 (TLL)	Masterman's LLP	Carhartt	100614	20000	Sweatshirt hooded, Rain Defender Paxton Heavyweight Zip Front	Sizes: Tall Lg-2XLg, Colors: Black, Car	EA	\$44.40	20
VC1000061026	CAR-100614 (TLL)	Masterman's LLP	Carhartt	100614	20000	Sweatshirt hooded, Rain Defender Paxton Heavyweight Zip Front	Sizes: Tall 3XLg, Colors: Black, Carbon	EA	\$44.40	20
VC1000061026	CAR-FRS003 (REG)	Masterman's LLP	Carhartt	FRS003	20000	Shirt, Lightweight Twill, Flame-Res	Sizes: SM-2XLg, Colors: Med. Blue, Dk	EA	\$46.80	20

VC1000061026	CAR-FRS003 (BIG)	Masterman's LLP	Carhartt	FRS003	20000	Shirt, Lightweight Twill, Flame-Res	<b>Sizes: 3XLg</b> , Colors: Med. Blue, Dk Nav	EA	\$51.60	20
VC1000061026	CAR-FRS003 (BIG)	Masterman's LLP	Carhartt	FRS003	20000	Shirt, Lightweight Twill, Flame-Res	<b>Sizes: 4XLg</b> , Colors: Med. Blue, Dk Nav	EA	\$51.60	20
VC1000061026	CAR-FRS003 (TLL)	Masterman's LLP	Carhartt	FRS003	20000	Shirt, Lightweight Twill, Flame-Res	<b>Sizes: Tall SM-2XLg</b> , Colors: Med. Blue	EA	\$51.60	20
VC1000061026	CAR-FRS003 (TLL)	Masterman's LLP	Carhartt	FRS003	20000	Shirt, Lightweight Twill, Flame-Res	<b>Sizes: Tall 3XLg</b> , Colors: Med. Blue, Dk	EA	\$51.60	20
VC1000061026	CAR-FRS003 (TLL)	Masterman's LLP	Carhartt	FRS003	20000	Shirt, Lightweight Twill, Flame-Res	<b>Sizes: Tall 4XLg</b> , Colors: Med. Blue, Dk	EA	\$51.60	20
VC1000061026	CAR-FRB240 (REG)	Masterman's LLP	Carhartt	FRB240	20000	Pant, Cargo, Canvas, Flame-Res	<b>Sizes: Waist 30-50</b> , Colors: Black, Dk Na	EA	\$64.20	20
VC1000061026	CAR-FRB240 (BIG)	Masterman's LLP	Carhartt	FRB240	20000	Pant, Cargo, Canvas, Flame-Res	<b>Sizes: Waist 52-54</b> , Colors: Black, Dk Na	EA	\$70.20	20
VC1000061026	CAR-B342 (REG)	Masterman's LLP	Carhartt	B342	20000	Pant, Double Front Cargo work, 100% Cot. Ripstop	<b>Sizes: 28-44</b> , Colors: Black and Desert	EA	\$33.60	20
VC1000061026	CAR-102080 (REG)	Masterman's LLP	Carhartt	102080	20000	Women's Pant, Crawford, 98% Cot./2% Spandex Canvas	<b>Sizes: 2-18</b> , Colors: Coal & Yukon	EA	\$31.20	20

## 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: Mastermans LLP		
Chief Executive - Name/Title: Tod Masterman / General Partner		
Tel: 508/755-7861	Fax: 508/755-1543	E-mail: tmasterman@mastermans.com
Headquarters Street Address: 11 C Street, PO Box 411		
Headquarters City/State/Zip: Auburn, MA 01501		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Brett Jacobson / Bid Specialist		
Tel: 508/755-7861	Fax: 508/755-1543	E-mail: bjacobson@mastermans.com
Street Address: 11 C Street, PO Box 411		
City/State/Zip: Auburn, MA 01501		

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: Brett Jacobson	Title: Bid Specialist
Authorized Signature: 	Date: 5/29/2019


**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: Brett Jacobson	Title: Bid Specialist
Authorized Signature: 	Date: 05/29/2019



## Appendix B

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

DETAILED SPECIFICATIONS

**RFQ # 18P 190503\*330**

**Carhartt Clothing – Shirts, Pants, Sweatshirts,  
Vest & Jackets, Various Colors**

Please see attached for specifications which are made a part of this quote.

No Substitutes will be accepted, must match current uniforms and inventory.

## Appendix C

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

COST RESPONSE

**RFQ # 18P 190503\*330**

**Carhartt Clothing – Shirts, Pants, Sweatshirts,  
Vest & Jackets, Various Colors**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

Fill out required sections in this word document, in Vendor Self Service (VSS) enter 0.00 in price, delivery days, attach word document and descriptive literature and submit your response.

- **Appendix A: Bid Cover Page and Debarment Form (Pages 9 & 10 of this document)**
- **Appendix D: Municipality Political Subdivision and School District Participation Certification (Page 12 of this document)**
- **Cost Response Sheet, Excel Format Preferred or Detailed Itemized Quote**
- **Appendix E: Code of Conduct**

All bids must have Bid Price Sheet – **RFQ 18P 190503\*330** Bid Prices. Must be in EXCEL format. Bids submitted in other formats may be rejected.

Bid Price Sheets must have the following sections filled in:

**Bidder's Name**

**Vendor Customer #** - The VC or VS number assigned to your business by the State of Maine

**Bidder's Part Number** – The part number you will want used when orders are placed

**Bid Price**

**Delivery Days** – The calendar days from the time the department places the order until the day they can expect to receive the order.

**All attachments must be smaller than 2MB in size.**

**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 190503\*330**

**Carhartt Clothing – Shirts, Pants, Sweatshirts,  
Vest & Jackets, Various Colors**

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:**

Mastermans LLP

**Address:**

11 C Street Auburn, MA 01501

**Signature:**

---

**Date:**

05/29/2019

## Appendix E



### State of Maine

### State Purchasing Code of Conduct

### Affidavit

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

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

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

To the best of my knowledge, I swear:

1. that I have furnished a copy of the state purchasing code of conduct to each supplier at the point of assembly of the goods subject to the bid process and have required that each supplier affirm whether it is in compliance with the Code;
2. that the entity listed below and its suppliers at the point of assembly will comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws relating to discrimination in hiring, promotion, or compensation on the basis of race, disability, national origin, gender, sexual orientation, or affiliation with any political, nongovernmental, or civic group except when federal law precludes the State from attaching the procurement conditions provided in 5 M.R.S.A., C. 155, sub-c 1-B; and
3. that the entity listed below and its suppliers at the point of assembly will comply with all human and labor rights treaty obligations that are shared by the United States and the country in which the goods are assembled. These may include obligations with regard to forced labor, indentured labor, slave labor, child labor, involuntary prison labor, physical and sexual abuse, and freedom of association.

QUOTATION # 18P 190503\*330

Part numbers covered by this document:

All Items

The person signing this affidavit certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained herein, and under penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder/contractor as well as to the person signing in its behalf:

Name of Company: Mastermans LLP

Street Address: 11 C Street

City, State, Zip code: Auburn, MA 01501

Telephone: 508/755-7861

Fax: 508/755-1543

Authorized Signature: [Signature]

Printed Name and Title: Brett Jacobson / Bid Specialist

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

Name of Mfr. Carhartt

Plant Name Carhartt de Mexico

Street Address Degollado No 171 Zona Centro

City/State Penjamo GTO

Country Mexico 36900

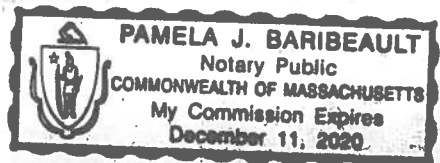
Telephone # \_\_\_\_\_

Personally appeared the above named Brett Jacobson and made oath that the above statement by him/her is true.

Before me Pamela J. Baribeault

Date May 28, 2019

**MUST BE FILLED OUT AND ATTACHED TO YOUR RESPONSE**



**Carhartt Clothing**  
**Terms and Conditions**  
**Master Agreement**  
**Dept. of Corrections**  
**Statewide Locations**

**COMMODITY:** Carhartt Clothing, Shirts, Pants, Sweatshirts, Vest & Jackets, Various Colors.

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**CODE OF CONDUCT ANTI-SWEATSHOP AFFIDAVIT:** All bids must be accompanied by a signed and notarized Code of Conduct (COC) affidavit verifying that they and, to the best of their knowledge, their suppliers at the point of assembly comply with workplace laws of the vendor's or supplier's site of assembly and with treaty obligations that are shared by the United States and the country in which the goods are assembled.

**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, 4<sup>th</sup> 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.

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**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.

**OPPORTUNITIES FOR POLITICAL SUBDIVISIONS AND SCHOOL DISTRICTS:**

The Division of Procurement Services is committed to providing purchasing opportunities for political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing. The successful bidder's willingness to extend contract pricing to these entities will be considered in making this award.

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

Yes, unconditionally

Yes, with Conditions as follows:

No