

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and WB Mason Co. Inc, with a principal place of business in Brockton, MA, (hereinafter called “Contractor”). Contractor’s form of business organization is a corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of Kitchen and Paper Products. Detailed requirements to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$300,000.00.
4. **Contract Term.** The period of contractor’s performance shall begin on January 1, 2025 and end on December 31, 2027, with an option to renew for three, twelve-month terms upon mutual agreement of both parties.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.
8. **Attachments.** This contract consists of 11 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 10/01/2024)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: **Wanda Minoli** _____

Name: _____

Title: **Commissioner - Buildings and
General Services** _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Kitchen and Paper Products.

Item #	Description	Product Manufacturer	Product Number	Product Description	Quantity per Case	Price per Case
	CONVENTIONAL ITEMS:					
1	12 oz Bowl, Compostable, White	W.B. Mason Chef's Supply	CSIBOW L12BIO	12OZ BOWL, WHITE, BIO, 8/125, 1000/CT	1000	\$37.70
2	6" Plate, Paper, Heavy Weight, White	W.B. Mason Chef's Supply	CSIPLAT E6BIO	6" PLATE, WHITE, BIO, 8/125, 1000/CT	1000	\$21.60
3	9" Plate, Paper, Heavy Weight	W.B. Mason Chef's Supply	CSIPLAT E9C	COATED 9" PAPER PLATE, WHITE, 100/PK, 1000/CS	1000	\$25.50
4	Cups, Souffle, 2 oz	W.B. Mason Chef's Supply	CSIPORC UP2C	2OZ CLEAR PORTION CUP, PP, 2500/CS	2500	\$18.50
5	Lids, Souffle Cups, 2 oz	W.B. Mason Chef's Supply	CSIPORL ID2C	2OZ CLEAR PORTION LID, PET, 2500/CS	2500	\$17.50
6	Cup, Cold, 6.5 oz	W.B. Mason Chef's Supply	CSIPPRC OLDCUP 7	6.5 OZ OZ COLD CUP, 1000 PER CASE	1000	\$23.60
7	Cup, Cold, Paper, 9 oz	W.B. Mason Chef's Supply	CSIPPRC OLDCUP 9	9 OZ. COLD CUP, 1000 PER CASE	1000	\$27.20
8	Cup, Hot, Paper, 8 oz	W.B. Mason Chef's Supply	CSIHCW HITE8	CUP, HOT, 8OZ, PPR, WHITE, 1000/CT	1000	\$28.60

9	Cup, Hot, Paper, 10 oz	W.B. Mason Chef's Supply	CSIHCHITE10SQ	CUP,HOT,10OZ,PPR,SQUAT,WHITE,1000/CT	1000	\$31.60
10	Cup, Hot, Paper, 12 oz	W.B. Mason Chef's Supply	CSIHCHITE12	CUP,HOT,12OZ,PPR,WHITE,1000/CT	1000	\$38.60
11	Cup, Water, Translucent, 5 oz	W.B. Mason Chef's Supply	CSITRANSCUP5	CUP, PLASTIC,5OZ, 100/PK, 25PK/CT	2500	\$33.00
12	Cup, Graduated Opaque Color/w/Markings, 1 oz	Merit	CALIMEGMPP1	MERIT GRADUATED MEDICINE CUP - 1 OZ.,5000/CT	1000	\$34.00
13	Lid, Cup - fits 10 & 12 oz Cups	W.B. Mason Chef's Supply	CSIHCLID1024WH	LID,HOT,10-24,WHITE,1000/CT	1000	\$24.90
14	Lid, cup fits 8 oz Cups	W.B. Mason Chef's Supply	CSIHCLID8BK	LID,HOT,8,BLACK,1000/CT	1000	\$23.60
15	Fork, Plastic, White, Medium Weight	W.B. Mason Chef's Supply	CSIMWPPFORKWH	FORK, PP, PLASTIC, WHITE, MW, 1000/CS	1000	\$ 5.80
16	Knife, Plastic, White, Medium Weight	W.B. Mason Chef's Supply	CSIMWPPKNIFEWH	KNIFE, PP, PLASTIC, WHITE, MW, 1000/CS	1000	\$ 5.80
17	Teaspoon, Plastic, White, Medium Weight	W.B. Mason Chef's Supply	CSIMWPPTEASPWH	TEASPOON, PP, PLASTIC, WHITE, MW, 1000/CS	1000	\$ 5.80
18	Soupspoon, Plastic, White Medium Weight	W.B. Mason Chef's Supply	CSIMWPPSOUPSWH	SOUP SPOON, PP, PLASTIC, WHITE, MW, 1000/CS	1000	\$ 5.80
19	Napkins, Dispenser Type, White, Tall,	Morcon	MORD20500	NAPKINS,TALL FOLD,F/DISPENSER,20/500	10000	\$35.00

	Fold, 1 Ply, 7.25 inches					
20	Napkins, Lunch size, 1 Ply, 12 inch by 13 inch	Morcon	MOR1250	NAPKINS,LUNCH,12X13QTR,6000/CT	6000	\$33.60
21	Wrap, Foil, Heavy Duty, 18 inches by 500 Feet	W.B. Mason Chef's Supply	CSIFL18500HD	ALUMINUM FOIL,18X500',HEAVY DUTY	1	\$16.62
22	Wrap, Foil, Heavy Duty, 24 inches by 500 Feet	Crystal Ware	CSWF24500HD	ALUMINUM FOIL ROLL,HD,24"X500',EA	1	\$46.49
23	Wrap, Film, Poly, 18 inches by 2,000 Feet	Inteplast	IBSFSW1802K	PVC FOODSERVICE FILM CLEAR .35 MIL 18X2000 1EA	1	\$14.37
24	Freezer Paper, 24" Wide, 100 FT, Roll	GP Dixie	DXEIF24FPLT	FREEZER PAPER,24",100 FT.	1	\$68.30
25	Paper Bag, 57#	W.B. Mason Chef's Supply	CSI16BAG57	#1/6 BAG, 57#, 12X7X17, 500/BL, KRAFT, 100GSM	500	\$41.60
26	Paper Bag, 12#	W.B. Mason Chef's Supply	CSI12BAG40	#12 BAG, 40#, 7X4.5X13.8, 500/BL, KRAFT, 70GSM	500	\$21.80
27	Paper Bag, 6#	W.B. Mason Chef's Supply	CSI6BAG35	#6 BAG, 35#, 6X3.6X11.6, 500/BL, KRAFT, 55GSM	500	\$12.30
28	Cap, Paper, Plain White (Overseas Style)	Keystone	CALIKS100B	KEYSTONE[R] CLASSY CAP[R] - BLUE	1000	\$67.50
29	Cap, Bouffant, Non-Woven, PPSB Material, 21 Inch	The Safety Zone	IMPMB21PLEATEDW	21" NON WOVEN WHITE BOUFFANT CAP, SPUNBOUND PP, PACKED 10/10	1000	\$21.00
30	Straw, Wrapped, Flex, 7.5"	W.B. Mason Chef's Supply	CSISTRAW8FLEXWW	STRAW, WRAPPED 7.75", FLEX WHITE, 400/BX, 25 BX(10000)/CS	10000	\$46.60

31	White Sporks, Medium Weight, Not Wrapped	W.B. Mason Chef's Supply	CSIMWP SSPORK WH	SPORK, PP, PLASTIC, WHITE, MW, 1000/CS	1000	\$ 5.80
32	White Nylon Beard Nets	Crystal Ware	CSWSBC 19W1000	19" ONE SIZE FITS ALL, NON WOVEN BEARD COVERS, SPUNBOUND PP,	1000	\$36.80
33	Sporks Wrapped with Napkin, salt & pepper	Berk Enterpri ses	BSQ1175 715	MED. WT. PP WHITE KIT SPORK, 8X10" NAPKIN, S&P, 500/CS	500	\$14.00
34	Wrap, Film, Poly, Cutter Box 24 inches by 2,000 Feet	Inteplas t	IBSFSW2 402K	PVC FOODSERVICE FILM CLEAR .35 MIL 24X2000 1EA	1	\$19.42
35	HD Polyethylene Gloves - SM,MED, LRG, XLRG	W.B. Mason	NWLPLY F_XL	POLY GLOVE,500/BX	500	\$ 2.49
36	Cap, Disposable Bouffant, Non- Woven, 19 inch	W.B. Mason	NWLBO UFFANT CAP	DISPOSABLE BOUFFANT CAPS, WHITE, 100/BOX	100	\$ 4.69
	Compostable Items:					
37	Bowl, Paper, Heavy Weight, 12 OZ	W.B. Mason's Chef Supply	CSIBOW L12BIO	12OZ BOWL, WHITE, BIO, 8/125, 1000/CT	1000	\$37.70
38	Plate, Paper, Heavy Weight, 6"	W.B. Mason's Chef Supply	CSIPLAT E6BIO	6" PLATE, WHITE, BIO, 8/125, 1000/CT	1000	\$21.60
39	Plate, Heavy Weight, 9"	W.B. Mason's Chef Supply	CSIPLAT E9BIO	9" PLATE, WHITE, BIO, 500/CT	500	\$29.70
40	Clamshell, 9", Single Compartment	W.B. Mason's Chef Supply	CSI9X9BI O	9" CLAMSHELL, WHITE, BIO, 200/CT	200	\$32.40
41	Clamshell, Hinged Lid,	W.B. Mason's	CSI9X9BI O3	9"3- CLAMSHELL, WHITE, BIO,200/CT	200	\$33.40

	Conventional, 3 Compartment	Chef Supply				
42	Cup, Hot, Paper, 8 OZ	W.B. Mason Chef's Supply	CSIHCP A8	CUP,HOT,8OZ,PLA, 1000/CT	1000	\$50.30
43	Cup, Hot, Paper, 10 OZ	W.B. Mason Chef's Supply	CSIHCP A10	CUP,HOT,10OZ,PLA, 1000/CT	1000	\$65.30
44	Fork, Plastic, Medium Weight, White	W.B. Mason Chef's Supply	CSICPLA FORK	CPLA, FORK, 1000/CS, IVORY WHITE	1000	\$28.10

2. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty. Contractor shall furnish the State with copies of the applicable written warranty whenever a product is purchased under this Agreement.

3. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
- d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to

State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.

4. **DELIVERY:** Destination for product delivery shall be as specified in the order document for each purchase. Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
5. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
6. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
7. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
 - e. **For the Contractor:**

Name:	Elissa Andrews, Branch Manager
Phone:	(508) 649-7742
Email:	elissa.andrews@wbmason.com
 - f. **For the State:**

Name:	State of Vermont, Stefanie Malmstein
Address:	133 State Street, 5 th Floor, Montpelier, VT 05633-8000
Phone:	(802) 371-8987
Email:	Stefanie.malmstein@vermont.gov
8. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this

Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to the State Purchaser.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.