MA 18P 24120600000000000059 NEW

State of Maine



Master Agreement

Effective Date: 02/01/25

Expiration Date: 01/31/31

Master Agreement Description: Janitorial Paper Products - State Wide Master Agreement

Buyer Information Justin Franzose	207-624-7337	ext.	justin.franzose@maine.gov		
Issuer Information Thomas Paquette	207-624-7890	ext.	Thomas.Paquette@Maine.gov		
Requestor Information Thomas Paquette	207-624-7890	ext.	Thomas.Paquette@Maine.gov		

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID VC1000094897 Vendor Name W B MASON CO INC

Alias/DBA

Vendor Address Information 106 PINETREE INDUSTRIAL PKWY

PORTLAND, ME 04102 US

Vendor Contact Information

Docusign Envelope ID: 3B184F6A-5262-473F-9BFA-9B3E24B60B31

Amanda Drummond 207-756-5964 **ext.** Amanda.Drummond@wbmason.com

Commodity Information

Vendor Line #: 1		
Vendor Name: W B MASON CO INC		
Commodity Line #: 1		
Commodity Code: 64075		
Commodity Description: Janitorial Pap Commodity Specifications: Commodity Extended Description: Jan	er Products nitorial Paper Products per Attached Specif	ications and Terms
Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days 0	Free On Board	
Contract Amount 0.00	Service Start Date	Service End Date
Catalog Name	Discount	
0	0.0000 %	
	Discount Start Date 02/01/25	Discount End Date 01/31/31

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

— DocuSigned by: David Morris

1/9/2025

Sighattafe681F482...

Date

David Morris, Acting Chief Procurement Officer

Vendor

Puter Forastiere

1/9/2025

Signature 44B7943D.

Date

Peter Forastiere, Sales Manager

RIDERS

	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
\boxtimes	Rider A – Scope of Work and/or Specifications
\boxtimes	Rider B – Terms and Conditions
	Rider C - Exceptions
\boxtimes	Bid Cover Page and Debarment Form – Appendix A from RFQ
	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
\boxtimes	Price sheet (attach excel spreadsheet to post on website)
	Other – Included at Department's Discretion

RIDER A Scope of Work and/or Specifications MA 241206-0059

Commodity: Janitorial Paper Products (Toilet Tissue, Paper Towels, Etc.)

Master Agreement Competitive Bid RFQ: 241016-0092

Contract Period: Through January 31, 2031.

Vendor Contact Person: The WB Mason contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The WB Mason contact person for this MA is:

Name: Amanda Drummond Tel: 207-756-5964 Email: <u>Amanda.Drummond@wbmason.com</u>

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: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Non-Contract Items: WB Mason may be asked to supply other items within product class at contract prices. The State of Maine reserves the right to purchase these items from other vendors if it is in the best interest of the State.

Using Departments: The primary using departments of this Master Agreement are: ALL.

Shipping Points: The items covered by this MA may be requested for and expect to be shipped to any State of Maine owned facility.

Delivery: Delivery and Service locations are to include all State agencies throughout the entire State of Maine with no geographical restrictions. Prior to product shipment to State Agencies, WB Mason **MUST** inspect all merchandise thoroughly. Inspection will not release WB Mason of the responsibility for faulty workmanship or damage during shipment, and any faulty or damaged item or component part will be repaired or replaced by the WB Mason. WB Mason will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with best commercial practice.

RIDER B

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

- 1. <u>DEFINITIONS.</u> 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 "OSPS" shall refer to the State of Maine Office of State Procurement Services.
 - e. The term "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" 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 Provider.

2. <u>WARRANTY</u>. The Provider 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 OSPS, 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 Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider 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. OSPS shall give written notice of observed defects with reasonable promptness.

3. <u>TAXES.</u> Provider 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. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS 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 OSPS.

- 4. <u>PACKING AND SHIPMENT.</u> 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 Provider's deliveries fail to meet such schedule, OSPS, 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 Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider 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 OSPSO'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 Provider 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 OSPS. If the Provider'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 Provider 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 Provider to meet the required delivery schedule.
- 6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation 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.
- 7. <u>INSPECTION.</u> 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. OSPS, 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 Provider's expense. OSPS 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 Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider'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 OSPS.

- 8. <u>INVOICE.</u> 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 any errors or 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 OSPS.
- 9. <u>MODIFICATIONS.</u> OSPS 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 Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider 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. <u>TERMINATION.</u>** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
 - a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
 - b. If Provider fails to deliver specified materials or services, or
 - c. If Provider fails to perform any of the provisions of this Agreement, or
 - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
 - e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account 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 OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

11. <u>NON-APPROPRIATION.</u> Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract 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 Contract.

- 12. <u>GOVERNMENTAL REQUIREMENTS</u>. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 13. <u>GOVERNING LAW</u>. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 14. <u>DISPUTES.</u> OSPS 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. OSPS 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 Provider.
- 15. <u>SUBLETTING, ASSIGNMENT OR TRANSFER.</u> The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
- 16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- 17. <u>NON-COLLUSION.</u> The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has 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.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the

full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 18. <u>MATERIAL SAFETY:</u> 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.
- 19. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
 - a. Exceptions If applicable

b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders

and Master Agreements

- c. Scope of Work If applicable
- d. Vender Agreement Included at Department's Discretion
- e. Other Included at Department's Discretion

20. <u>CYBERSECURITY AND PROHIBITED TECHNOLOGIES.</u> The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <u>https://www.maine.gov/oit/prohibited-technologies</u>, <u>Title 5 MRSA §2021 (3)</u>; and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <u>https://www.maine.gov/oit/prohibited-technologies, Title 5 MRSA §2030-B.</u>

Contracts entered into by a state agency in violation of <u>Title 5 M.R.S. §2030-B</u> are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, <u>Title 5 MRSA §2030-A</u>.

RIDER C

EXCEPTIONS

NA

Appendix A

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

RFQ # 18P 241016*0092

Janitorial Paper Products

BID COVER PAGE and DEBARMENT FORM

SMASON	
O MEEHAN, CEO	
Cell: 207 - 329 - 9037	E-mail: Peter. Forus tive Qubruson. an
9 CENTRE ST.	
	O MEEHAN, CEO Cell: 207-329-9037

Headquarters City/State/Zip: BROCKTON, MA 02301

(provide information requested below if different from above)

Lead Point of Contact for Bid - Name/Title: PETER FORASTIERE, SALES MGR E-mail: "

Tel: 207-329-9037 Cell:

Street Address: 106 PINE TREE INDUSTRIAL PKIDY

City/State/Zip: PORTUAND, ME 04102

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:	Title:
PETER FORASTIERE	SALES MANALZER
Authorized Signature:	Date: 11 11 2021

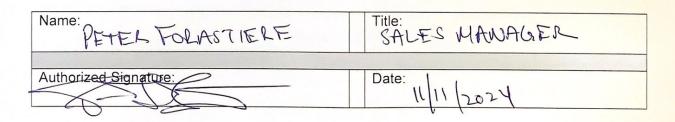
State of Maine RFQ# 18P 241016*0092 Rev. 9/12/2024

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.



State of Maine RFQ# 18P 241016*0092 Rev. 9/12/2024 Appendix D

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

RFQ # 18P 241016*0092

Janitorial Paper Products (Toilet Tissue, Paper Towels, Etc.)

The Office of State 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.

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups, and they will be liable for all payments.

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

Yes Yes

No

Yes, with conditions as follows:

Name of Company: WB MAS ON	_
Address: 106 JUNE TREE INAVITRIAL PLUY PORTLAND, ME DY	102
Signature:	_
Printed Name: PETER FORASTIERE	_
Date: 11/11/2024	
State of Maine RFQ# 18P 241016*0092	4

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Appendix E

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

MASTER AGREEMENT CONTRACT DOCUMENT VENDOR CONTACT INFORMATION and MASTER AGREEMENT CONTACT DOCUMENT VENDOR SIGNER INFORMATION

RFQ # 18P 241016*0092

Janitorial Paper Products (Toilet Tissue, Paper Towels, Etc.)

This bid process will result in the creation of a Master Agreement Contract (MA) which will permit users to order contracted items as needed.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Please provide the following information for the primary person users can contact to place orders less than \$5000.00, follow up on orders and invoices:

Contact Person Name: AMANDA DRUMMOW D
Telephone: 207-756-5964
Email Address: amanda. drummond @ womuson. con

The MA Documents will be emailed via DocuSign to be reviewed and signed, please provide the following information for the person who will sign the MA contract documents:

Contract Signer Name: PETER FORASTIERE
Title: SALES MAWAGER
Email Address: Jeter, Forastiere Dubrasan, un

State of Maine RFQ# 18P 241016*0092 Rev. 9/12/2024

Janitorial Paper Products WB Mason

VENDOR CUSTOMER	SUPPLIER PART					UNIT OF	LIST	DELIVERY
CODE	NUMBER	SUPPLIER NAME	MANUFACTURER NAME		EXTENDED DESCRIPTION	MEASURE	PRICE	DAYS
VC1000094897	ALM115	W B MASON CO INC	ATLAS	Toilet Tissue, Roll, 1 Ply Rolls, 96 roll/cs	Case/96, 1000 Sheets per Roll	CASE	38.83	10
VC1000094897	ALM275	W B MASON CO INC	ATLAS	Toilet Tissue, Roll, 2 Ply Rolls, 96 roll/cs	Case/96, 500 Sheets per Roll	CASE	35.44	10
VC1000094897	KCC21270CT	W B MASON CO INC	KIMBERLY CLARK	Tissue, Facial, Kleenex, 2 Ply, 90/bx,36 bx/cs	Case/36, 90 Sheets per Box	CASE	59.32	10
VC1000094897	MRCP200N	W B MASON CO INC	MARCAL	Paper Towel, Multifold, Natural, Marcal Pro, 4000/cs	Case/4000	CASE	16.91	10
VC1000094897	MRC06350	W B MASON CO INC	MARCAL	Paper Towel, Roll, Boardwalk 2 PLY , 85 sheet/roll, 30 roll/cs	Case/30, 85 Sheets per Roll	CASE	23.76	10
VC1000094897	MRC60192	W B MASON CO INC	MARCAL	Paper Towel, Centerpull Paper Towel, 2-Ply, 7.5"x1000"	Case/6, 600 Sheets per Box, 2 ply	CASE	20.43	10
VC1000094897	MORL12500	W B MASON CO INC	MORCON	Napkin, Paper White TORK, 13 x 12, 1 Ply, 6000/cs	Case/6000	CASE	36.42	10
VC1000094897	TRK290089	W B MASON CO INC	TORK	Paper Towel, Dispenser Roll, TORK Natural Nonperforated, 7-7	Case/6, 700 Feet per Roll	CASE	49.19	10
VC1000094897	TRK192127	W B MASON CO INC	TORK	Paper Towel, Wiper, TORK Pop-up Box , White, 1-ply, 9-3/10" x	Case/8, 100 Sheets per box	CASE	43.31	10
VC1000094897	ACS4120	W B MASON CO INC	ACS	Polishing Floor Pad, 20", White	Case/5	CASE	17.48	10
VC1000094897	ACS7220	W B MASON CO INC	ACS	Stripping Floor Pad, 20", Black	Case/5	CASE	17.48	10
VC1000094897	MMM08413	W B MASON CO INC	3M	Cleaner Floor Pad 5300, 20", Blue	Case/5	CASE	45.63	10
VC1000094897	MMM25858	W B MASON CO INC	3M	Eraser Burnish Floor Pad 3600, 20", Pink	Case/5	CASE	52.38	10