CONTRACT

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

Supplier 0000010258
3M Company
3 M Center
Building 0225-05-S-08
ST Paul MN 55144-1000
United States

Phone #:

Contract ID			Page
00000000000000000000040781			1 of 6
Contract Dates		**Origin**	
10/01/2020 to 09/30/2022		**CP**	
Description:		**Contract Maximum**	
HIGHWAY SIGN SHEETING		$50,000.00	
Buyer Name	**Buyer Phone**	**Contract Status**	
Linda T Wortman	828-4658	Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		24" TYPE 8 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M Company 3M 3924S - FL Orange (FO) $417.00 (FO) 3M 3981 (FY) / 3M 3983 (FYG) $447.00 (FY/FYG)					
2		30" TYPE 8 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M 3924S - FL Orange (FO) $521.25 (FO) 3M 3981 (FY) / 3M 3983 (FYG)" $558.75 (FY/FYG)					
3		36" TYPE 8 TRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M 3924S - FL Orange (FO) $625.50 (FO) 3M 3981 (FY) / 3M 3983 (FYG) $670.50 (FY/FYG)					
4		48" TYPE 8 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M 3924S - FL Orange (FO) $834.00 (FO) 3M 3981 (FY) / 3M 3983 (FYG) $894.00 (FY/FYG)					
5		8" HI INTENSITY TYPE 3/4 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M Company 3M 3930 Series $71.00					

CONTRACT

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

Supplier 0000010258
3M Company
3 M Center
Building 0225-05-S-08
ST Paul MN 55144-1000
United States

Phone #:

Contract ID		Page
00000000000000000000040781		2 of 6
Contract Dates		**Origin**
10/01/2020 to 09/30/2022		**CP**
Description:		**Contract Maximum**
HIGHWAY SIGN SHEETING		$50,000.00
Buyer Name	**Buyer Phone**	**Contract Status**
Linda T Wortman	828-4658	Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
6		12" HI INTENSITY TYPE 3/4 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M Company 3M 3930 Series $106.50					
7		18" HI INTENSITY TYPE 3/4 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M Company 3M 3930 Series $159.75					
8		24" HI INTENSITY TYPE 3/4 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M Company 3M 3930 Series $213.00					
9		30" HI INTENSITY TYPE 3/4 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M 3930 Series $266.25					
10		36" HI INTENSITY TYPE 3/4 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M 3930 Series $319.50					
11		48" HI INTENSITY TYPE 3/4 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M 3930 Series $426.00					
12		WHITE 24" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M 3430 Series $210.00					
	3M 3200 Series $255.00					

CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

Contract ID 00000000000000000000040781		Page 3 of 6
Contract Dates 10/01/2020 to 09/30/2022		**Origin** **CP**
Description: HIGHWAY SIGN SHEETING		**Contract Maximum** $50,000.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-4658	**Contract Status** Approved

Supplier 0000010258
3M Company
3 M Center
Building 0225-05-S-08
ST Paul MN 55144-1000
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
13		WHITE 30" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.00000	0.00	0.00
	3M 3430 Series $262.50					
	3M 3200 Series $318.75					
14		WHITE 36" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	"					
	3M 3430 Series $315.00					
	3M 3200 Series $382.50					
15		WHITE 48" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	"					
	3M 3430 Series $420.00					
	3M 3200 Series $510.00					
16		ALL COLLOR 6" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	"					
	3M 3430 Series $52.50					
	3M 3200 Series $63.75					
17		ALL COLLOR 12" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.00000	0.00	0.00
	3M 3430 Series $105.00					
	3M 3200 Series $127.50					

CONTRACT

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

Supplier 0000010258
3M Company
3 M Center
Building 0225-05-S-08
ST Paul MN 55144-1000
United States

Phone #:

Contract ID			Page
00000000000000000000040781			4 of 6
Contract Dates		**Origin**	
10/01/2020 to 09/30/2022		**CP**	
Description:		**Contract Maximum**	
HIGHWAY SIGN SHEETING		$50,000.00	
Buyer Name	**Buyer Phone**	**Contract Status**	
Linda T Wortman	828-4658	Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
18		ALL COLLOR 18" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	"					
	3M 3430 Series $157.50					
	3M 3200 Series $191.25					
19		ALL COLLOR 24" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M 3430 Series $210.00					
	3M 3200 Series $255.00					
20		ALL COLLOR 30" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	3M 3430 Series $262.50					
	3M 3200 Series $318.75					
21		ALL COLLOR 36" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	"					
	3M 3430 Series $315.00					
	3M 3200 Series $382.50					
22		ALL COLLOR 48" ENGINEER GRADE 1 PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	"					
	3M 3430 Series $420.00					
	3M 3200 Series $510.00					

CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

Contract ID 00000000000000000000040781		Page 5 of 6
Contract Dates 10/01/2020 to 09/30/2022		**Origin** **CP**
Description: HIGHWAY SIGN SHEETING		**Contract Maximum** $50,000.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-4658	**Contract Status** Approved

Supplier 0000010258
3M Company
3 M Center
Building 0225-05-S-08
ST Paul MN 55144-1000
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
23		24" ACRYLIC TRANSPARENT OVERLAY FILM PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	ALL COLORS & CLEAR 3M 1170 Clear $177.00 3M 1170 Color series $207.00					
24		30" ACRYLIC TRANSPARENT OVERLAY FILM PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	ALL COLORS AND CLEAR 3M 1170 Clear $221.25 3M 1170 Color series $258.75					
25		36" ACRYLIC TRANSPARENT OVERLAY FILM PRESSURE SENSITIVE ADHESIVE	RL	0.00000	0.00	0.00
	ALL COLORS AND CLEAR 3M 1170 Clear $265.50 3M 1170 Color series $310.50					
26		48" ACRYLIC TRANSPARENT OVERLAY FILM PRESSURE SENSITIVE ADHESIVE	RL	0.01000	0.00	0.00
	ALL COLORS AND CLEAR 3M 1170 Clear $354.00 3M 1170 Color series $414.00					
27		18" ACRYLIC FILM PRESSURE SENSITIVE ADHESIVE FOR APPLICATION OVER REFLECTIVE SHEETING	RL	0.01000	0.00	0.00
	ALL COLORS AND CLEAR 3M 1170 Clear $132.75 3M 1170 Color series $155.25					

1. Parties. This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and 3M Company, with a principal place of business in St. Paul, MN, (hereinafter called "Contractor"). Contractor's form of business organization is 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 highway sign sheeting. 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 $50,000.00.

CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

Contract ID 0000000000000000000040781		Page 6 of 6
Contract Dates 10/01/2020 to 09/30/2022		**Origin** **CP**
Description: HIGHWAY SIGN SHEETING		**Contract Maximum** $50,000.00
Buyer Name Linda T Wortman	**Buyer Phone** 828-4658	**Contract Status** Approved

Supplier 0000010258
3M Company
3 M Center
Building 0225-05-S-08
ST Paul MN 55144-1000
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

4. Contract Term. The period of contractor's performance shall begin on October 1, 2020 and end on September 30, 2022 with the option to renew for 2 additional 12 month periods.

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 10 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 12/15/2017)

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

Date:_____

Signature:_____

Name: Jennifer Fitch

Title: Acting Commissioner

Email: Buildings & General Services

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Items 1-27
2. **WARRANT**Y: 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.

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:** 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:	Leslie O'Hara
Phone:	800-553-1380
Email:	tbidgroup@mmm.com

   f. ***For the State***:

Name:	State of Vermont, Office of Purchasing and Contracting
Address:	109 State Street, Montpelier, VT 05633-3001
Phone:	802/828-4658
Fax:	802/828-2222
Email:	linda.wortman@vermont.com

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 of Vermont 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: State of Vermont user
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, 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 DECEMBER 15, 2017

"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply 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.