\*\*\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*\*\*\*\*\*

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SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 

3M COMPANY

803 KINGSBRIDGE TERR

MT AIRY, MD

(800 )553-1380 EXT 2

**REFER QUESTIONS TO:** 

MONICA FRANKLIN (410 )767-4497

MONICA.FRANKLIN1@MARYLAND.GOV

ITB: 0011T821484 | EXPR DATE: 10/31/28 | DISCOUNT TERMS: . NET 30 DAY

POST DATE: 10/31/25 CONTRACT AMOUNT: .00

#### **TERMS:**

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

\*

STATEWIDE CONTRACT (IDIQ)

FOR

21771

REFLECTIVE SIGN SHEETING

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THIS IS AN INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT (IDIQ).

CONTRACT TERM: THREE (3) YEAR CONTRACT WITH TWO (2) ONE-YEAR RENEWAL OPTIONS.

BASE YEAR: NOVEMBER 1, 2025 THROUGH OCTOBER 31, 2028 OPTION YEAR #1: NOVEMBER 1, 2028 THROUGH OCTOBER 31, 2029 OPTION YEAR #2: NOVEMBER 1, 2029 THROUGH OCTOBER 31, 2030

COMPANY NAME: 3M COMPANY VENDOR CONTACT: JOY STAHOSKY VENDOR NUMBER: 651-381-2837

VENDOR EMAIL: JLSTAHOSKY@MMM.COM

AGENCY CONTACT: NAMITA ACHARYA/PAUL STOUT

AGENCY EMAIL: NACHARYA@SHA.STATE.MD.US/PSTOUT@SHA.STATE.MD.US

AGENCY PHONE: 410-787-5814

THE PARTIES ACKNOWLEDGE 3M/SUPPLIERS HAS ANNOUNCED IT WILL EXIT PER-AND POLYFLUOROALKYL SUBSTANCE (PFAS) MANUFACTURING BY THE END OF 2025 AND WORK TO DISCONTINUE THE USE OF PFAS ACROSS ITS PRODUCT PORTFOLIO BY THE END OF 2025. THE PARTIES FURTHER

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TERMS (cont'd):

ACKNOWLEDGES THAT ONE OR MORE (PRODUCT/GOOD) SOLD UNDER THIS AGREEMENT UTILIZES PFAS ("PFAS-RELATED PRODUCT"). AS THIS AGREEMENT'S UNDERLYING TERM EXTENDS BEYOND DECEMBER 31, 2025 AND/OR ANY RENEWAL OR EXTENSION OPTION OF THE AGREEMENT HAS THE POTENTIAL TO EXTEND THE AGREEMENT BEYOND DECEMBER 31, 2025, THE PARTIES ACKNOWLEDGE AND AGREE 3M SHALL HAVE THE UNILATERAL RIGHT TO EITHER:

- 1) SUBSTITUTE THE PFAS-RELATED PRODUCT(S) WITH A PRODUCT THAT IS NOT PFAS-RELATED PRODUCT (ALTERNATE PRODUCT), WITH THE TIMING OF SUCH ALTERNATE PRODUCT AT SUPPLIER'S ELECTION, OR
- 2) TERMINATE THIS AGREEMENT AS TO THE PFAS-RELATED PRODUCT(S).

IN NO EVENT SHALL SUPPLIER'S BE HELD LIABLE FOR COSTS, FEES, DAMAGES, HOWEVER ARISING, DUE TO ITS NON-PROVISION OF PFAS-RELATED PRODUCT(S) AFTER DECEMBER 31, 2025.

#### INVOICING:

SUBMISSION OF AN INVOICE CONSTITUTES THE CONTRACTOR'S VERIFICATION THAT THE INFORMATION IN THE INVOICE IS ACCURATE AS OF THE TIME OF SUBMISSION.

AN INVOICE NOT SATISFYING THE REQUIREMENT OF A PROPER INVOICE (AS DEFINED IN COMAR 21.06.09) WILL NOT BE PROCESSED FOR PAYMENT. TO BE CONSIDERED A PROPER INVOICE, INVOICES MUST INCLUDE THE FOLLOWING INFORMATION WITHOUT ERROR:

- A. CONTRACTOR NAME AND ADDRESS;
- B. REMITTANCE ADDRESS;
- C. FEDERAL TAXPAYER IDENTIFICATION (FEIN) NUMBER, SOCIAL SECURITY NUMBER, AS APPROPRIATE;
- D. INVOICE PERIOD (I.E. TIME PERIOD DURING WHICH SERVICES COVERED BY INVOICE WERE PERFORMED);
- E. INVOICE DATE;
- F. INVOICE NUMBER;
- G. STATE ASSIGNED CONTRACT NUMBER;
- H. STATE ASSIGNED (BLANKET) PURCHASE ORDER NUMBER(S);
- I. GOODS OR SERVICES PROVIDED;
- J. AMOUNT DUE; AND
- K. ANY ADDITIONAL DOCUMENTATION REQUIRED BY REGULATION OR THE CONTRACT.

#### ELECTRONIC TRANSACTION FEE:

1. FOR PROJECTS WITH PROJECT CLASSIFICATIONS VALUED AT \$5,000,000.00 AND BELOW, A MASTER CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION

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TERMS (cont'd):

FEE TO THE STATE EQUAL TO ONE PERCENT (1%) OF THE AMOUNT PAID TO THE MASTER CONTRACTOR BY THE STATE FOR ACCEPTED WORK. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G. AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE PRICE LISTED IN THE MASTER CONTRACTOR'S PROJECT QUOTATION.

- 2. WITHIN FORTY-FIVE (45) DAYS OF RECEIVING PAYMENT FROM THE STATE OF ACCEPTED WORK, THE MASTER CONTRACTOR SHALL SUBMIT THE ELECTRONIC TRANSACTION FEE TO THE OFFICE OF STATE PROCUREMENT: FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309 BALTIMORE, MD 21201.
- 3. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD-PARTY ANALYSIS OF ALL CONTRACT ACTIVITY, DEEMING THE MASTER CONTRACTOR IN DEFAULT OF THE CONTRACT AND CONTRACT TERMINATION.
- 4. PRIOR TO THE AWARD OF A PO AGREEMENT, THE MASTER CONTRACTOR WILL BE ASKED TO CONFIRM IN WRITING THAT THE PRICE INCLUDED IN THE PROJECT QUOTATION INCLUDES THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

#### USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR(S) EVERY ONE-HUNDRED, TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY, IN EXCEL FORMAT. AT A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, ITEM DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. FAILUR TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV. THE CONTRACTOR(S) MUST COMPLY WITH MARYLAND'S GREEN PURCHASING REPORTING REQUIREMENTS.

THE STATE RESERVES THE RIGHT TO REQUEST FROM THE CONTRACTOR QUARTERLY SALES DATA OVER THE LIFE OF THIS CONTRACT. THIS INFORMATION MUST INCLUDE DETAILS ABOUT THE RECYCLED CONTENT, THIRD-PARTY SUSTAINABILITY CERTIFICATIONS, AND OTHER ENVIRONMENTAL ATTRIBUTES OF PRODUCTS AND SERVICES SOLD ON THIS

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TERMS (cont'd):

PRICE AGREEMENT PER THE CONTRACT SPECIFICATIONS.

THIS INFORMATION WILL ENABLE MARYLAND STATE AGENCIES TO COMPLETE WITH ARTICLE 14-405 OF THE ANNOTATED CODE OF MARYLAND COMAR 2.13.01.14, WHICH REQUIRES MARYLAND STATE AGENCIES TO REPORT TO THE DEPARTMENT OF GENERAL SERVICES ON THEIR PROCUREMENT OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES. TO FACILITATE CONSISTENT REPORTING ON TARGETED CONTRACT, THE CONTRACTOR(S) WILL SUBMIT A VENDOR GREEN SALES REPORT. THE REPORT SHALL INCOLUDE THE FOLLOWING: DATE OF PURCHASE, STATE AGENCY UTILIZING THE COMMODITY, NAME OF COMMODITY, QUANTITY OF COMMODITY PURCHASED, COST TO THE STATE, AND ENVIRONMENTALLY PREFERABLE PURCHASING ATTRIBUTES. THE USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV

PURCHASES BY OTHER ENTITITES-INDEFINITE QUANITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-1 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE
- (4) A PUBLIC OR OUASI-PUBLIC AGENCY THAT:
- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
- (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
- (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

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TERMS (cont'd):

(7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY AS DESCRIBED ABOVE WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT: (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$100,000.00" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION BPM047215.

INCORPORATED HEREIN BY REFERENCE.

LINE #	STATETIEMID	<u> U/M</u>	UNII COSI			
0001	55048-000000	SF	.9000			
SIGN MATERIAL, REFLECTIVE						
ASTM TYPE 1 SIGN SHEETING, ALL COLORS						
0002	55048-000000	SF	1.0000			

SIGN MATERIAL, REFLECTIVE

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LINE #	STATE ITEM ID	U/M	UNIT COST			
ASTM TY	PE II SIGN SHEETING, A	LL COLORS				
0003	55048-000000	SF	1.0000			
SIGN MA	TERIAL, REFLECTIVE					
ASTM TY	PE III SIGN SHEETING,	ALL COLORS				
0004	55048-000000	SF	1.0000			
SIGN MA	TERIAL, REFLECTIVE					
ASTM TY	PE IV SIGN SHEETING, A	LL COLORS				
0005	55048-000000	SF	1.7500			
SIGN MA	TERIAL, REFLECTIVE					
ASTM TY	PE IX SIGN SHEETING, A	LL COLORS E	XCEPT FLUORESCENT COLORS			
0006	55048-000000	SF	1.7500			
SIGN MA	TERIAL, REFLECTIVE					
ASTM TYPE IX SIGN SHEETING, FLUORESCENT COLORS ONLY						
0007	55048-000000	SF	1.8000			
SIGN MA	TERIAL, REFLECTIVE					
ASTM TY	PE VIII SIGN SHEETING,	ALL COLORS	EXCEPT FLUORESCENT COLORS.			
0008	55048-000000	SF	1.5000			
SIGN MA	TERIAL, REFLECTIVE					
ASTM TYPE VIII SIGN SHEETING, ALL FLUORESCENT COLORS ONLY.						

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STATE ITEM ID LINE # U/M UNIT COST 0009 55048-000000 SF 1.7500 SIGN MATERIAL, REFLECTIVE ASTM TYPE XI SIGN SHEETING, ALL COLORS EXCEPT FLUORESCENT. 1.7500 0010 55048-000000 SF SIGN MATERIAL, REFLECTIVE ASTM TYPE XI SIGN SHEETING, ALL FLUORESCENT COLORS ONLY. 0011 55048-000000 SF .8000 SIGN MATERIAL, REFLECTIVE NON REFLECTIVE SIGN MATERIAL, BLACK, ACRYLIC. 150,0000 0012 55048-000000 RLSIGN MATERIAL, REFLECTIVE 24 INCH X 100 YDS PRE-SPACED TAPE, CLEAR AND TRANSLUCENT WHITE OR TAN. 0013 55048-000000 RL300.0000 SIGN MATERIAL, REFLECTIVE 48 INCH X 100 YDS PRE-SPACED TAPE, CLEAR AND TRANSLUCENT WHITE OR TAN. 0014 55048-000000 SF .8000 SIGN MATERIAL, REFLECTIVE FILM, SERIES 1100 EC, VARIOUS COLORS AND CLEAR/TRANSLUCENT. 0015 55048-000000 187.5000 RL

SIGN MATERIAL, REFLECTIVE

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_