MA 18P 10080500000000000000 MODIFICATION State of Maine

12/17/19



# **Master Agreement**

Effective Date: 08/11/10 Expiration Date: 06/30/20

Master Agreement Description: Reflective License Plate Sheeting

**Buyer Information** 

Terry Demerchant 207-624-7334 **ext.** TERRY.L.DEMERCHANT@MAINE.GOV

**Issuer Information** 

Marc Theberge 207-624-9007 **ext.** Marc.Theberge@maine.gov

**Requestor Information** 

Marc Theberge 207-624-9007 ext. Marc.Theberge@maine.gov

# **Agreement Reporting Categories**

Reason For Modification: Extending to allow time for the RFP process to take place in the spring of 2020

**Authorized Departments** 

29B MOTOR VEHICLES

# **Vendor Information**

Vendor Line #: 1

Vendor ID Vendor Name

VC100000029 3M CO

Alias/DBA

**Vendor Address Information** 

PO BOX 33225

ST PAUL, MN 55133-3225

US

## **Vendor Contact Information**

**DMV TSSD** 

877-777-3571 ext.

3Mtssdorders@mmm.com

# **Payment Discount Terms**

Days
 Days
 Days
 Days
 Days

# **Commodity Information**

Vendor Line #: 1

Vendor Name: 3M CO
Commodity Line #: 1

Commodity Code: 55044

Commodity Description: License Plate Sheeting Master Agreement RFQ

Commodity Specifications: As per the attached specifications made part of this MA. Reflective License Plate Sheeting - See

attached for specifications; usage, and terms and conditions.

Commodity Extended Description: Final extension for three years, at current pricing for the duration of contract

 Quantity
 UOM
 Unit Price

 0.00000
 0.000000

Delivery Days Free On Board

30

Contract Amount Service Start Date Service End Date

0.00

Catalog Name Discount 3M 0.0000 %

Discount Start Date Discount End Date

08/11/10 06/30/20

# **Commodity Terms and Conditions**

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

**T&C Name:** Payment Terms

T&C Details: Net 30

Please see authorized signatures displayed on the next page

DocuSign Envelope ID: 8C921ED3-0BF7-4F22-966B-3B8B73AB187B

Print Representative Name and Title

DocuSign Envelope ID: E13DC61D-23B5-4BF0-8303-D44B2C0CC5DE

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 BUREAU OF BUSINESS MANAGEMENT DIVISION OF PROCUREMENT SERVICES 9 STATE HOUSE STATION AUGUSTA, MAINE 04333-0009

ADMINISTRATIVE & FINANCIAL SERVICES

KIRSTEN LC FIGUEROA COMMISSIONER

DIVISION OF PROCUREMENT SERVICES

LAURIE A. ANDRE DIRECTOR

December 5, 2019

3M Co PO Box 33225 ST Paul, MN 55133-3225

Dear Ms. Stahosky;

The State of Maine would like to extend Contract (Master Agreement) # MA 18P 100805\*030 with your company for through June 30, 2020 at the current contracted pricing to allow The State of Maine time to perform RFP processes for this commodity.

If you agree to extend this contract, please sign the attached Extension Form via DocuSign. If you are unable to extend this contract, please advise us as soon as possible.

If you have any questions, please call me at (207)624-7334.

Thank you for your cooperation.

Terry DeMerchant Procurement Analyst Manager Division of Procurement Services 207-624-7334 DocuSign Envelope ID: 8C921ED3-0BF7-4F22-966B-3B8B73AB187B

DocuSign Envelope ID: 10317E2A-5439-4885-A2E9-81575F2BB9E2

Bureau of Business Management – Division of Procurement Services State of Maine – Department of Administrative and Financial Services 9 State House Station Augusta, Maine 04333-0009 Contract Number MA 100805\*030

Tel. (207) 624-7334 Fax.# (207) 287-6578

### **EXTENSION OF ANNUAL CONTRACT**

Commodity Item: Reflective License Plate Sheeting

Contractor: 3m Co

Contract Period Extended Through: 06/30/20

Pricing: Will hold current contract prices.

Extension Clause: The State reserves the right to extend this contract for a period of up to one year, with the consent of the contractor.

# **Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 100805\*30 through June 30, 2020 with all terms, conditions remaining as shown in the original contract.

By: (Print Name)

By: (Signature)

Susan Broin

E-mail Address: jlstahosky@mmm.com

Date: 12.9.2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed

lf	SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to th	ne tei	rms and conditions of the po	olicy, certain p	olicies may	•		. As	tatement on
PRO	DUCER lis Towers Watson Midwest, Inc. fk			CON	TACT E: NE , No, Ext): 1-877	,		FAX	1-888	8-467-2378
	26 Century Blvd			E-MA	No.Ext): 1 0// ANL RESS: certifi	cates@willi	s com	(A/C, No):	1 000	3 107 2370
	. Box 305191 hville, TN 372305191 USA			ADD						NAIC#
		INCL	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company					24147		
INSL	RED		INSURERB: Indian Harbor Insurance Company				36940			
3м	Company									
	Insurance Department g 224-5S-29		INSURER C: INSURER D:					+		
	Paul, MN 55144									
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CO	VERAGES CER	TIFIC	CΔTF	NUMBER: W10255610	INSURER F :					
T IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH	OF I QUIF PERT POLI	NSUF REMEI AIN, CIES.	RANCE LISTED BELOW HAVE B NT, TERM OR CONDITION OF A THE INSURANCE AFFORDED B LIMITS SHOWN MAY HAVE BEEI	ANY CONTRACT Y THE POLICIE	THE INSURE OR OTHER I S DESCRIBEI PAID CLAIMS.	ED NAMED ABOVE DOCUMENT WITH D HEREIN IS SUB	FOR TH	CT TO	WHICH THIS
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A							MED EXP (Any one p		\$	
				MWZY 309966	03/01/2017		PERSONAL & ADV IN	NJURY	\$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGA	ATE	\$	5,000,000
	POLICY PRO- LOC OTHER:						PRODUCTS - COMP	OP AGG	\$	5,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE (Ea accident)	LIMIT	\$	2,000,000
	X ANY AUTO					03/01/2020	BODILY INJURY (Per		\$	
	OWNED SCHEDULED			MWTB 309964	03/01/2017		BODILY INJURY (Per	r accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)		\$	
	AUTOS ONLY AUTOS ONLY						(Per accident)		\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENC		\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	_	\$	
	DED RETENTION\$						NOCKEONIE		\$	
	WORKERS COMPENSATION						× PER STATUTE	OTH- ER	Ψ	
A	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDEN		\$	2,000,000
	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A		MWC309963-02	03/01/2019	03/01/2020	E.L. DISEASE - EA E			2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLI		\$	2,000,000
В	Errors & Omission			MTP 0040072 06	03/01/2019	03/01/2020		0. 2	-	00,000
DES	 CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedule, ma	y be attached if mor	e space is requir	ed)			
CE	RTIFICATE HOLDER			CA	NCELLATION					
				ті		N DATE TH	ESCRIBED POLICI EREOF, NOTICE EY PROVISIONS.			
				AUT	HORIZED REPRESE	NTATIVE				
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Evidence of Coverage

### **EQUIPMENT BAILMENT AGREEMENT**

- 1. Equipment. 3M will deliver to Customer the equipment described on Attachment One (the "Equipment") on a bailment basis, which Customer will use for the sole purpose of manufacturing license plates and for no other purpose. The Equipment will be delivered to Customer's United States location agreed to by the Parties, and, if Customer moves the Equipment from that Customer site, Customer may only move it within the United States as necessary to apply 3M Products. 3M may enter any Customer site or other site at which the Equipment is located to assess Customer's compliance with its obligations under this Agreement. 3M is the Equipment owner and the Equipment will remain 3M's personal property. Customer will not sell, loan or encumber the Equipment. Customer authorizes 3M to file any and all appropriate documentation (including UCC financing statements) without Customer's signature to acknowledge 3M's Equipment ownership.
- 2. <u>Term.</u> This Agreement's term begins on the Effective Date and continues until terminated as stated in this Section 2 ("Term"). This Agreement may be terminated by 3M at any time on not less than 30 days' notice to Customer. In addition, 3M may take possession of any or all Equipment or require that Customer ship any or all Equipment to a 3M-designated location: (a) with 30 days' notice to Customer; and (b) without notice, if 3M deems, in its discretion, that Customer has not performed all of its obligations under this Agreement or that this action is prudent to avoid or minimize Equipment damage or loss. On 3M's request, Customer will return the Equipment in good working condition, to the 3M-designated address in either the original shipping container or an alternate shipping container providing at least equivalent protection. Customer agrees to pay any legal and other expenses related to 3M's efforts to take Equipment possession or to repair Equipment that is not returned to 3M in the proper working order.
- 3. Equipment Requirements. Customer must meet all 3M requirements as to the Equipment's storage, operation, maintenance and shipment ("Requirements") which include: (a) maintaining the Equipment in good working condition as recommended in the manufacturer information and any user manual provided by 3M (the "Manual"); (b) keeping all 3M labels on Equipment; (c) making no Equipment modifications except with 3M's prior written consent in each instance; and (d) operating the Equipment in accordance with the applicable 3M Manual. If the Equipment is not operating properly, then Customer will discontinue using the Equipment, contact 3M, and await direction from 3M as to how to proceed. 3M will determine if any Equipment repairs are to be made and if 3M will supply Customer with Equipment service parts. Customer assumes complete responsibility for all risk of loss or damage to Equipment from any cause whatsoever from the date of its delivery to Customer until shipment to 3M.
- 4. No Warranty. 3M PROVIDES THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. Customer has determined, prior to entering into this Agreement, the Equipment's suitability for Customer's intended use and assumes all risk and liability in connection with this determination.
- 5. <u>Notices</u>. 3M notices under this Agreement will be given to Customer at its then-current email or fax number. Customer notices under this Agreement will be given to 3M Traffic Safety Systems Division, 3M Center, Building 225-4N-14 Saint Paul, MN, 55144-1000, Attention: John Riccardi.
- 6. <u>Limitations of Liability</u>. 3M IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) IN ANY WAY RELATED TO EQUIPMENT, THIS AGREEMENT, OR THIS AGREEMENT'S TERMINATION. THIS LIMITATION APPLIES REGARDLESS OF LEGAL OR EQUITABLE THEORY ASSERTED.
- 7. General. This Agreement will be interpreted under the laws of the State of Maine without regard to its conflicts of laws provisions. Any litigation relating to the Equipment, this Agreement, or this Agreement's termination, must be brought in a federal and state court of (state) Maine and the Parties consent to those courts' personal jurisdiction. Customer may not assign any of its rights or obligations under this Agreement, including any subcontracting of any obligation or the sale of fifty percent or more of Customer's stock or assets, without 3M's prior written consent. This Agreement may be waived or modified only by a written document signed by the Parties' authorized representatives. Any Party's failure or delay in exercising any right or remedy once or more will not waive that Party's right subsequently to require strict performance. This Agreement constitutes the entire agreement between the Parties with respect to the Equipment and terminates all the Parties' prior written or oral agreements as to this subject matter. All this Agreement's provisions including, without limitation, those relating to warranty, indemnification, and limitation of liability, will survive the Term's end and be fully enforceable thereafter to the full extent necessary to protect the Party in whose favor they run.

ACCEPTED AND AGREED:

3M COMPANY

Printed Name: Mitzi Shilling

Title: Contract Coordinator

Date: \_\_\_\_\_9/19/16

STATE OF MAINE BUREAU OF MOTOR VEHICLES

By: davide of

Printed Name: David Lachance

Title: Director Admin Services

Date: 9-15-16

# ATTACHMENT ONE

# **EQUIPMENT BAILMENT AGREEMENT**

# Equipment List

Asset Description	Serial Number	Asset Tag Number
16" Applicator	553	724713
ERF Registration System	630	883775
Steering Table	730	737136
Wash Tank		891171

# 3M Company Government Contracts Power of Attorney

By the authority granted the undersigned by the Corporate Secretary, the individuals listed below are hereby appointed as 3M's or its designated subsidiaries, true and lawful attorneys-in-fact for it, and its name, for commercially available products and services and government unique products and services for which 3M or its designated subsidiaries will be a prime contractor, subcontractor or higher tier subcontractor to any federal, state or municipal governmental agency in the United States ("Government Contracts"), to perform acts specified on behalf of this Corporation.

Except as provided below, authority is granted to submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, certifications, representations and warranties, and documents related thereto for Government Contracts; however, this authority does not include (a) research and development services;\* (b) executing country of origin certifications\*\*; or (c) any other authority that is not expressly granted in this document. 3M executives (Vice President, General Manager, etc.)\*\*\*\*, have authority to sign on behalf of their respective Business Unit/staff function, through 3M's Director of Government Contract Compliance subdelegation authority. Authority for the individuals below is limited to the specific Business Unit or staff function indicated and such authority may not be subdelegated.

# **3M Unitek Corporation**

Gregg, Shawn McCloskey, Molly

# **Advanced Materials Division**

Davis, Scott
Hanson, Scott
Lockhart, Bruce
Moeller, Kent
Morin, Eric
Pearson, Claudia
Race, Robert
Utley, Elizabeth
Ward, Charles

# Aearo Technologies LLC.

Hinko, David

# **Automotive and Aerospace**

Solutions Division

see Government Marketing-Sales

# Display Materials & Systems Division

Summers, Micki

# **Electrical Markets Division**

Disanayaka, Bimsara Irwin, Mike James, Brent Kieffer, John Larson, Loren McGurran, Dan

# Electronics Materials Solutions Division

Anderson, Kevin

# Food Safety Department

Wadie, John

# **Government R&D Contracts**

Department\* Kays, Steven Martinez, Rita

# 3M Health Information Systems

Black, Lisa
Garrison, Garri
Graves, Terri
Jennings, Gerald
Kim, Myung
Mason, Deborah
Mathison, John
McDonough, James
Mitchell, Brian
Peddicord, Kyle
Stadther, Joseph

# Industrial Adhesives & Tapes Division see Government Marketing-Sales

(FSS Contracts Only)

# Industrial Mineral Products Division

Erickson, Scott

# Medical Solutions Division

Haataja, Brian (Service Support only) McDonald, Michael

# Orel Care Solutions Division

Gregg, Shawn McCloskey, Molly McDonald, Michael

# Personal Safety Division

see Government Marketing-Sales

# Separation & Purification

Towne, Richard

# Stationery & Office Supplies Division

Rihm, Diana

# Transportation Safety Division

Broin, Susan
Do, Thanh-Huong\*\*\*
Frampton, Steven
Lorence, Craig
Seputis, Julie\*\*\*
Trac. Phu\*\*\*

# Authority Applies to any Business Unit or Staff Function

# **Global Channel Services**

Constantine, Lauri

# <u>U.S. Pacific Branches</u> Mathers, Stephanie Kawasaki, Heidi

# Government Marketing-Sales

Weller, Greg

Keeler-Ramacier, Kelly

# Government Contract Compliance

Agoye, Jenna Bordas, Rich Carr, Terrance Horwitz, Charles Paraschou, Maria Robinette, Thomas

# \*\*Authority to Make Country of Origin Certifications

Trade Compliance Department

Goebel, Kathleen LaM

LaMere, Pierre

Mulinix, Jonathan

For all appointments, authority may be withdrawn or modified at any time, including upon an individual's change in responsibility.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M.

By: Charles Horwitz

Director, Government Contract Compliance 3M Company

Date

9.25,19

<sup>\*</sup> Authority is delegated by 3M's Senior Vice President, Research and Development, and Chief Technology Officer, to the Vice President, Research and Development, for their respective 3M Business Groups, and to certain specified employees in Government Research & Development Contracts, to execute proposals, contracts, subcontracts (including certifications, representations and warranties to comply with certain laws and regulations) for government R&D services.

<sup>\*\*\*</sup> Authority expressly limited to executing Certificates of Conformance.

<sup>\*\*\*\* 3</sup>M executives may assign attorney-in-fact authority to their respective business personnel, upon successful completion of Government Contract Compliance Power of Attorney training.

3M Traffic Safety and Security Division 3M Center Building 235-3A-09 P.O. Box 33225

St. Paul, MN 55144-1000

FAX: 1-800-591-9293 Toll Free 1-800/553-1380



To: STATE OF MAINE MVD 29 STATE HOUSE STATION Quotation Number: 6LP8626TC (PBS1054) Quotation Date: Dec 22, 2016

101 HOSPITAL ST Expiration Date\*: Feb 20, 2017

AUGUSTA, ME 04333-0001 Terms:

Attn:HAROLD HODGKINSDelivery Time:Contact your CSRFax:F.O.B:See Below

Fax:
Phone: 207-273-2042
From: GRETEL DRAINVILLE

**Phone:** 651-575-5513

 Quantity
 Description
 Unit Price
 Ext. Price

 1 Roll
 C1824E ME BI-CTNL ENS LP 12 1/3 2"X300YD
 \$2,174.66
 \$2,174.66

Total: \$2,174.66

F.O.B: Shipping Point. Freight charges via cheapest method prepaid and allowed.

TO PLACE ORDER CALL: 1-800-553-1380 Prompt 1. FAX ORDERS TO: 1-800-591-9293

To be assured of these prices if an order is issued, please note on the order "These prices in accordance with Quotation Number: 6LP8626TC"

- \* Prices quoted herein are firm for a period of 60 days after quotation date. For quotes beyond 60 days, prices are subject to increase with 30 day notification.
- \* Some products may have minimum quantity requirements.
- \* Pricing is subject to variation based on sizing and other characteristics. Non standard upcharges may or may not be included in the pricing quoted above. Please contact your customer service representative if you have questions or concerns.

Applicable tax exemption documents should be included with your order.

1.Delivery of plus 10% or minus 10% of ordered quantity shall constitute fulfillment of the order. We will endeavor to supply the exact number of units specified. 2. Any claim for loss or damage caused by the transporting carrier(s) must be supported with a delivery receipt, noting such shortage or damages and signed by the delivering carriers driver, and/or a carrier inspection report. When damage is concealed at time of delivery, an inspection by the carrier must be requested as soon as possible but not later than fifteen days from delivery. Any defects in material must also be reported within fifteen days after receipt of goods. 3. We assume no responsibility for any loss or damage incurred due to delay or inability to deliver, caused by fire, strikes, accident, embargoes, car shortages, delays of carriers, insurrection, riot, acts of civil or military authorities or acts of God. 4. In cases where special transportation routing is requested, we will charge back the cost of the special routing. 5. This quotation is based on continuous production of the quantities specified. 6. Prices quoted are for a single destination with no drop shipping allowed unless other specified above. 7. The above quotation does not include any Federal, State or Local taxes unless so indicated. 8. Orders are subject to 3M Credit Department approval.

3M Transportation Safety Division 3M Center, Building 225-04-N-14

St. Paul, MN 55144-1000 FAX: 1-800-591-9293 Toll Free 1-800/553-1380



TO: STATE OF MAINE MVD

101 HOSPITAL STREET AUGUSTA MAINE, 04333

**CUSTOMER ACCOUNT 16216841** 

Attn: MARC THEBERGE

Fax:

Phone:

From: MORGAN ESPELIEN Phone: 800-553-1380

Quotation Number: 20190820MEMVD1
Quotation Date: AUG 20 2019

Quotation Date: AUG 20 2019 Expiration Date\*: FEB 29 2020

Terms:

Delivery Time: Contact your CSR

F.O.B.: See Below

Material Quantity Description Unit Price Ext. Price

75030289757 1 ROLL C1831E ME VETERAN M/C 7INX300YDS \$2.41/SQFT \$1,265.25/ROLL

Total: \$1,265.25

# F.O.B: Shipping Point. Freight charges via cheapest method prepaid and allowed.

TO PLACE ORDER CALL: 1-800-553-1380 Prompt 1. FAX ORDERS TO: 1-800-591-9293

To be assured of these prices if an order is issued, please note on the order "These prices in accordance with Quotation Number: 20190820MEMVD1 (complete with the quotation from above).

- \* Prices quoted herein are firm for a period of 60 days after quotation date. For quotes beyond 60 days, prices are subject to increase with 30-day notification.
- \* Some products may have minimum quantity requirements.
- \* Pricing is subject to variation based on sizing and other characteristics. Nonstandard upcharges may or may not be included in the pricing quoted above. Please contact your customer service representative if you have questions or concerns.

Applicable tax exemption documents should be included with your order.

1.Delivery of plus 10% or minus 10% of ordered quantity shall constitute fulfillment of the order. We will endeavor to supply the exact number of units specified. 2. Any claim for loss or damage caused by the transporting carrier(s) must be supported with a delivery receipt, noting such shortage or damages and signed by the delivering carriers driver, and/or a carrier inspection report. When damage is concealed at time of delivery, an inspection by the carrier must be requested as soon as possible but not later than fifteen days from delivery. Any defects in material must also be reported within fifteen days after receipt of goods. 3. We assume no responsibility for any loss or damage incurred due to delay or inability to deliver, caused by fire, strikes, accident, embargoes, car shortages, delays of carriers, insurrection, riot, acts of civil or military authorities or acts of God. 4. In cases where special transportation routing is requested, we will charge back the cost of the special routing. 5. This quotation is based on continuous production of the quantities specified. 6. Prices quoted are for a single destination with no drop shipping allowed unless other specified above. 7. The above quotation does not include any Federal, State or Local taxes unless so indicated. 8. Orders are subject to 3M Credit Department approval.