

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 9/5/18

CONTRACT #: 8002384

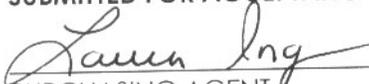
NIGP CODE: 550-4500

CONTRACT FOR: Reflective & Non-Reflective Sheeting

CONTRACTOR: 3M company

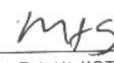
VENDOR CODE #: 17728

SUBMITTED FOR ACCEPTANCE BY:


PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

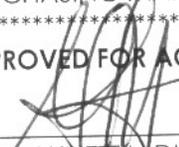
DATE 9/5/18

RECOMMENDED FOR ACCEPTANCE BY:

 
PURCHASING MANAGER/ADMINISTRATOR III

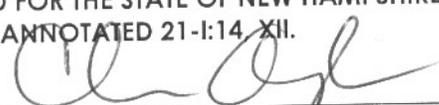
DATE 9/10/18

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 9/10/18

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED
STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9/11/18

Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, NH 03301-6398

Date: 8/01/18
Bid No.: 2115-19
Date of Bid Closing: 8/15/18
Time of Bid Closing: 9:30 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: LAURA INGRAM: E-mail Laura.Ingram@NH.Gov
EMAIL YOUR BID TO: PRCHWEB@NH.GOV

BID INVITATION FOR: REFLECTIVE & NON-REFLECTIVE SHEETING

[Insert name of signor] Matthew Leibel, on behalf of 3M Company Vendor #: 177728 [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID 2115-19 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature *Matthew Leibel* Authorized Signor's Title Contract Administrator

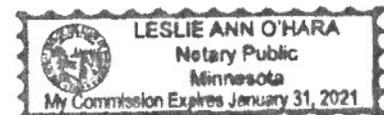
NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Ramsey STATE: Minnesota ZIP: 55001

On the 14 day of August, 2018, personally appeared before me, the above named Matthew Leibel, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Leslie Ann O'Hara
(Notary Public/Justice of the Peace)



My commission expires: January 31, 2021 (Date) 8/14/18

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

Form P31-B

Revised: 7/9/18 LMR

Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, NH 03301-6398

Date: 8/01/18
Bid No.: 2115-19
Date of Bid Closing: 8/15/18
Time of Bid Closing: 9:30 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: LAURA INGRAM: E-mail Laura.Ingram@NH.Gov
EMAIL YOUR BID TO: PRCHWEB@NH.GOV

BID INVITATION FOR: REFLECTIVE & NON-REFLECTIVE SHEETING

[Insert name of signor] Matthew Leibel, on behalf of 3M Company Vendor #: 177728 [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID 2115-19 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature _____ Authorized Signor's Title Contract Administrator

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Ramsey STATE: Minnesota ZIP: 55001

On the 14 day of August, 2018, personally appeared before me, the above named Matthew Leibel, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: January 31, 2021 (Date)

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

Form P31-B

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
3. **TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
5. **DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.
6. **INVOICING.** All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
7. **PERSONNEL.**
 - 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
 - 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
8. **EVENT OF DEFAULT; REMEDIES.**
 - 8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
 - 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
 - 8.1.2. failure to submit any report required hereunder; or
 - 8.1.3. failure to perform any of the other covenants and conditions of this agreement.
 - 8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
 - 8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
 - 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
 - 8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

BID INVITATION FOR: Reflective & Non-Reflective Sheeting

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the items indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract shall be delivered FOB destination to the locations indicated in the "Delivery Locations" section of this bid invitation.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form or an exact copy, shall be typed or clearly printed in ink and shall be received on or before the date and time specified on page 1 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to PRCHWEB@NH.GOV**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

REQUEST FOR CHANGES AND/OR CLARIFICATION:

Any Questions shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM as listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Laura Ingram at the following address: Laura.Ingram@NH.Gov.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <https://das.nh.gov/Purchasing/vendorresources.asp>.

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

08/01/2018	Bid Solicitation distributed on or by
08/13/2018	Last day for questions, clarifications, and/or requested changes to bid
08/15/2018	9:30 AM (EST) Bid Closing

GOVERNING TERMS AND CONDITIONS:

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

CONTRACT TERM:

The term of the contract shall be from September 1, 2018 through August 31, 2021, a period of 3 years to a maximum of 5 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property, with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:

The award of the contract(s) shall be based upon the total net low of each section (Section A – L) from the listing indicated in the "offer" section of this bid invitation. All items in each section must be filled out to be compliant.

The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

BID RESULTS:

Bid results may be viewed when available, once the award has been made, on our web site only at: <https://das.nh.gov/purchasing>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public.**

TERMINATION:

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor shall have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

BID PRICES:

Bid prices shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

WARRANTY REQUIREMENTS:

Successful Vendor shall be required to warranty all of the equipment awarded to Vendor for a period of not less than one (1) year or the manufacturer's standard period of time, whichever is greater, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

ABILITY TO PROVIDE:

Successful Vendor shall be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution.

ORDERING PROCEDURE:

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED CONTRACT VALUE:

The annual value of the contract is estimated to be \$600,000. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any eligible participant figures.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- All Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- Total Cost of all Products Purchased

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There shall be instances where sub-sections of an agency shall need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

RETURNED GOODS:

The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

DELIVERY TIME:

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within ten (10) business days from the placement of the order.

The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

INVOICING:

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

PAYMENT:

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) Unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>.** Eligible participants shall negotiate their own payment methods with awarded vendor.

VENDOR'S BALANCE OF PRODUCT LINE ITEMS

The items in each category include the items most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the state may purchase other items in relation to the bid description from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

SPECIFICATION COMPLIANCE:

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that don't meet the minimum standards shall not be accepted. Product literature and specifications may be enclosed.

CERTIFICATION AND PERFORMANCE REQUIREMENTS:

Certification: the sheeting manufacturer shall submit with each lot or shipment, a certification stating that the material supplied will meet all the specifications noted within and all the requirements listed below:

Performance requirements: Type I, II, III, IV, VIII, IX (type VII and X have been eliminated from ASTM Specification) including Fluorescent sheeting processed and applied to a sign blank materials in accordance with sheeting manufacturer's recommendations, shall perform as per the following:

- 80% of value listed in their appropriate ASTM 4956 retro-reflective tables up to 7 years
- 70% of value listed in their appropriate ASTM 4956 retro-reflective tables up to 10 years

Obligation: where it can be shown that the sheeting supplied and used according to the sheeting manufacturer's recommendations have not met the performance requirements as above. The sheeting manufacturer shall cover restoration/ replacement costs as follows:

- 7 years: The sheeting manufacturer will cover the cost of restoring the sign surface to its original effectiveness at no cost to the using agency for materials and labor.
- 10 years: The sheeting manufacturer will cover the cost of replacing the sheeting required to restore the sign to its original effectiveness at no cost to the using agency for materials and labor.

Agency obligation: the using agency shall be responsible for dating all the signs at the time of application of sheeting. That date constitutes the start of the certification and performance requirements.

Matched Components:

The State reserves the right to match sheeting manufacture material for any type background being used. For example: Manufacture A is awarded Type IV and Manufacture B is awarded Type XI. The State chooses to make a sign with Type IV background and Type XI copy. The State will have the ability to use Manufacture A Type XI sheeting for construction of this sign.

Catalogs/Price Lists:

All bidders must submit an appropriate catalog and price list for all groups they are bidding on. Successful vendors will supply appropriate catalogs and price lists to agencies that request them. The successful vendor shall furnish a master price list indicating the manufacturers part number ,description ,size and price per roll, using the awarded prices .

MINIMUM ORDER:

There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing **does not** include any eligible participants.

OFFER:

Bidder hereby offers to furnish reflective and non-reflective sheeting to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

Section A - ASTM D4956 - TYPE I - ENGINEERING GRADE - ENCLOSED LENS GLASS BEAD REFLECTIVE SHEETING

PRESSURE SENSITIVE ADHESIVE ROLL GOODS

	PRICE PER SQ. FT.	MFG. CODE NO.
PRESSURE SENSITIVE	\$ <u>0.64</u>	<u>3M 3200 Series</u>

MANUFACTURER'S BRAND NAME QUOTING: 3M Engineer Grade Reflective Sheeting 3200 Series

APPLICATION TAPE

PAPER:	PRICE PER SQ. FT.	MFG. CODE NO.
	\$ <u>0.17</u>	<u>3M SCPM-3</u>
CLEAR FILM:	PRICE PER SQ. FT.	MFG. CODE NO.
	\$ <u>0.25</u>	<u>3M TPM-5</u>

MANUFACTURER'S BRAND NAME QUOTING: 3M Cutting, Premasking and Prespacing of 3M™ Reflective Sheetings

GROUP A NOTE:

1. WASHERS To protect the sign surface from damage by bolts or other fasteners shall be supplied at no charge.
2. All colors provided under group A will be at the same price.
3. SCREEN INKS, PROCESS COLORS, TONERS, CLEARS AND SLIP SHEETING SHALL BE SPECIFICALLY FORMULATED FOR USE WITH THOSE SHEETINGS IN GROUP A AND SHALL BE SUPPLIED AT NO CHARGE.

Section B - ASTM D4956- TYPE II - SUPER ENGINEERING GRADE - ENCLOSED LENS GLASS BEAD REFLECTIVE SHEETING

PRESSURE SENSITIVE ADHESIVE ROLL GOODS

	PRICE PER SQ. FT.	MFG. CODE NO.
PRESSURE SENSITIVE	\$ <u>NO BID</u>	<u>NO BID</u>

MANUFACTURER'S BRAND NAME QUOTING: _____

APPLICATION TAPE

PAPER:	PRICE PER SQ. FT.	MFG. CODE NO.
	\$ <u>NO BID</u>	<u>NO BID</u>
CLEAR FILM:	PRICE PER SQ. FT.	MFG. CODE NO.
	\$ <u>NO BID</u>	<u>NO BID</u>

MANUFACTURER'S BRAND NAME QUOTING: _____

GROUP B NOTE:

WASHERS (To protect the sign surface from damage by bolts or other fasteners), SCREEN INKS, PROCESS COLORS, TONERS, CLEARS AND SLIP SHEETING SHALL BE SPECIFICALLY FORMULATED FOR USE WITH THOSE SHEETINGS IN GROUP B AND SHALL BE SUPPLIED AT NO CHARGE.

Section C - ASTM D4956- TYPE III -HIGH INTENSITY GRADE -ENCAPSULATED LENS REFLECTIVE SHEETING

Note: Type III High Intensity Grade Prismatic Sheeting can be used in replacement of Type III High Intensity as long as it meets ASTM D4956 Type III requirements. Vendors must note if their price is for Type III prismatic sheeting.

C1: PRESSURE SENSITIVE ADHESIVE ROLL GOODS - RIGID SIGN APPLICATION

	PRICE PER SQ. FT.	MFG. CODE NO.
PRESSURE SENSITIVE	\$ <u>.066</u>	<u>3M 3930 Series</u>

MANUFACTURER'S BRAND NAME QUOTING: 3M High Intensity Prismatic Reflective Sheeting

APPLICATION TAPE

PAPER:	PRICE PER SQ. FT.	MFG. CODE NO.
	\$ <u>0.17</u>	<u>3M SCPS-3</u>
CLEAR FILM:	PRICE PER SQ. FT.	MFG. CODE NO.
	\$ <u>0.25</u>	<u>3M TPM-5</u>

MANUFACTURER'S BRAND NAME QUOTING: 3M Cutting, Premasking and Prespacing of 3M™ Reflective Sheetings

C2: NON-SIGNING APPLICATION, FLEXIBLE TYPE III ENCAPULSATED LENS REFLECTIVE SHEETING FOR REBOUNDABLE PLASTIC TRAFFIC CONTROL DEVICES - STANDARD MFG COLORS

PRICE PER SQ. FT.	MFG. CODE NO.
\$ 1.59	3M 3300 Series

MANUFACTURER'S BRAND NAME QUOTING: 3M Flexible Prismatic Reflective Sheeting

APPLICATION TAPE

PAPER:	PRICE PER SQ. FT.	MFG. CODE NO.
	\$ 0.17	3M SCPS-3
CLEAR FILM:	PRICE PER SQ. FT.	MFG. CODE NO.
	\$ 0.25	3M TPM-5

MANUFACTURER'S BRAND NAME QUOTING: 3M Cutting, Premasking and Prespacing of 3M™ Reflective Sheetings

C3: TYPE III ENCAPULSATED LENS REFLECTIVE SHEETING FOR RIGID SUBSTRATE SIGNS AND BARRICADES IN THE CONSTRUCTION WORK ZONE- STANDARD MFG COLORS

PRICE PER SQ. FT.	MFG. CODE NO.
\$ 1.25	3M 3334/3336

MANUFACTURER'S BRAND NAME QUOTING: 3M Flexible Prismatic Reflective Barricade Sheeting

APPLICATION TAPE

PAPER:	PRICE PER SQ. FT.	MFG. CODE NO.
	\$ 0.17	3M SCPS-3
CLEAR FILM:	PRICE PER SQ. FT.	MFG. CODE NO.
	\$ 0.25	3M TPM-5

MANUFACTURER'S BRAND NAME QUOTING: 3M Cutting, Premasking and Prespacing of 3M™ Reflective Sheetings

GROUP C NOTE:

WASHERS, (To protect the sign surface from damage by bolts or other fasteners) SCREEN INKS, PROCESS COLORS, TONERS, CLEARS AND SLIP SHEETING SHALL BE SPECIFICALLY FORMULATED FOR USE WITH THOSE SHEETINGS IN GROUP C AND SHALL BE SUPPLIED AT NO CHARGE.

Section D - ASTM D4956- TYPE IV -HIGH INTENSITY GRADE - MICROPRISMATIC LENS REFLECTIVE SHEETING

D1: PRESSURE SENSITIVE ADHESIVE ROLL GOODS

PRICE PER SQ. FT.	MFG. CODE NO.
\$ 0.66	3M 3930

PRESSURE SENSITIVE

MANUFACTURER'S BRAND NAME QUOTING: 3M High Intensity Prismatic Reflective Sheeting

GROUP D NOTE:

- 1. WASHERS To protect the sign surface from damage by bolts or other fasteners shall be supplied at no charge.
- 2. All colors provided under group A will be at the same price.
- 3. SCREEN INKS, PROCESS COLORS, TONERS, CLEARS AND SLIP SHEETING SHALL BE SPECIFICALLY FORMULATED FOR USE WITH THOSE SHEETINGS IN GROUP D AND SHALL BE SUPPLIED AT NO CHARGE. – This may not apply to Traffic but may apply to the prison.

Section E - SHEETING FOR VEHICLE MARKING AS PER THE ATTACHED MINIMUM SPECIFICATIONS

E1: ENCLOSED LENS VEHICLE MARKINGS - REMOVEABLE AND NON-REMOVEABLE

REMOVEABLE:	PRICE PER SQ. FT.	MFG. CODE NO.
WHITE:	\$ 1.57	3M 5100R-10

MANUFACTURER'S BRAND NAME QUOTING: 3M Graphic Film Controltac™ Reflective Graphic Film

E2: NON-REMOVEABLE: PRICE PER SQ. FT. MFG. CODE NO.

WHITE:	\$ NO BID	NO BID
COLORS:	\$ NO BID	NO BID

MANUFACTURER'S BRAND NAME QUOTING: _____

GROUP E NOTE: SCREEN INKS, PROCESS COLORS, TONERS, CLEARS AND SLIP SHEETING SHALL BE SPECIFICALLY FORMULATED FOR USE WITH THOSE SHEETINGS IN GROUP E AND SHALL BE SUPPLIED AT NO CHARGE

Section F - ASTM D4956 - WIDE ANGLE PRISMATIC - TYPE VIII

F: WIDE ANGLE PRISMATIC RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL SIGNS
- STANDARD MFG COLORS

	PRICE PER SQ. FT.	MFG. CODE NO.
ALL COLORS (EXCEPT FLUORESCENT)	\$ 1.30	3M 3940
FLUORESCENT ORANGE	\$ 1.45	3M 3924S
FLUORESCENT YELLOW	\$ 1.45	3M 3921
FLUORESCENT YELLOW-GREEN	\$ 1.45	3M 3923

3M 3940 Prismatic Reflective Sheeting

MANUFACTURER'S BRAND NAME QUOTING: 3M 3924S Fluorescent Orange Prismatic Work Zone Sheeting

3M 3921/23 Prismatic Fluorescent Reflective Sheeting

GROUP F NOTE: WASHERS, (To protect the sign surface from damage by bolts or other fasteners) SCREEN INKS, PROCESS COLORS, TONERS, CLEARS AND SLIP SHEETING SHALL BE SPECIFICALLY FORMULATED FOR USE WITH THOSE SHEETINGS IN GROUP F AND SHALL BE SUPPLIED AT NO CHARGE.

Section G - ASTM D4956 - CUBE CORNER MICROPRISMATIC - TYPE IX

G: WIDE ANGLE PRISMATIC RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL SIGNS
- STANDARD MFG COLORS

	PRICE PER SQ. FT.	MFG. CODE NO.
ALL COLORS (EXCEPT FLUORESCENT)	\$ 1.45	3M 3990 series
FLUORESCENT ORANGE	\$ 1.74	3M 4084
FLUORESCENT YELLOW	\$ 1.45	3M 3981
FLUORESCENT YELLOW-GREEN	\$ 1.45	3M 3983

3M 3990 Diamond Grade™ VIP Reflective Sheeting Visual Impact Performance (VIP)
3M 4000 Diamond Grade™ DG3™ Reflective Sheeting

MANUFACTURER'S BRAND NAME QUOTING: 3M 3980 Diamond Grade™VIP Reflective Sheeting Visual Impact Performance (VIP)

GROUP G NOTE: WASHERS, (To protect the sign surface from damage by bolts or other fasteners) SCREEN INKS, PROCESS COLORS, TONERS, CLEARS AND SLIP SHEETING SHALL BE SPECIFICALLY FORMULATED FOR USE WITH THOSE SHEETINGS IN GROUP C AND SHALL BE SUPPLIED AT NO CHARGE. See Group G for not mark-ups

Section H - ASTM D4956 - CUBE CORNER MICROPRISMATIC - TYPE XI

H: WIDE ANGLE PRISMATIC RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL SIGNS
- STANDARD MFG COLORS

	PRICE PER SQ. FT.	MFG. CODE NO.
ALL COLORS (EXCEPT FLUORESCENT)	\$ 1.74	3M 4000 Series
FLUORESCENT ORANGE	\$ 1.74	3M 4084
FLUORESCENT YELLOW	\$ 1.74	3M 4081
FLUORESCENT YELLOW-GREEN	\$ 1.74	3M 4083

MANUFACTURER'S BRAND NAME QUOTING: 3M 4000 Diamond Grade™ DG3™ Reflective Sheeting

GROUP H NOTE: WASHERS, (To protect the sign surface from damage by bolts or other fasteners) SCREEN INKS, PROCESS COLORS, TONERS, CLEARS AND SLIP SHEETING SHALL BE SPECIFICALLY FORMULATED FOR USE WITH THOSE SHEETINGS IN GROUP C AND SHALL BE SUPPLIED AT NO CHARGE. See Group H for not mark-ups

SECTION I - MARKINGS FOR VEHICLE CONSPICUITY AS PER NHTSA AMENDMENT FMVSS#108 (49CFR571) SPECIFICATIONS

I1: WIDE ANGLE PRISMATIC RETROREFLECTIVE SHEETING FOR USE ON VEHICLES

	PRICE PER SQ. FT.	MFG. CODE NO.
RED AND WHITE	\$ 2.40	3M 983-32/326
WHITE	\$ 2.40	3M 983-10

MANUFACTURER'S BRAND NAME QUOTING: 3M Diamond Grade™ Conspicuity Markings

Section J - NON-REFLECTIVE PLASTIC AND VINYL FILM

J1: PRESSURE SENSITIVE NON REFLECTIVE SHEETING, 2 MIL CAST, 8 YEAR DURABILITY

SIZE	PRICE PER SQFT	MFG. CODE NO.
	\$ 0.48 /per SqFt.	3M 7725 Series
12" X 50 YARDS	\$ 72.00 /per roll	3M 7725 Series
15" X 50 YARDS	\$ 90.00 /per roll	3M 7725 Series
24" X 50 YARDS	\$ 144.00 /per roll	3M 7725 Series
30" X 50 YARDS	\$ 180.00 /per roll	3M 7725 Series
36" X 50 YARDS	\$ 216.00 /per roll	3M 7725 Series
48" X 50 YARDS	\$ 288.00 /per roll	3M 7725 Series

MANUFACTURER'S BRAND NAME QUOTING: 3M Graphic Film Controltac™ ElectroCut Graphic Film

J2: POSITIONABLE PRESSURE SENSITIVE NON REFLECTIVE SHEETING, 2 MIL CAST, 8 YEAR DURABILITY

SIZE	PRICE PER SQFT	MFG. CODE NO.
	\$ 1.03 /per SqFt	3M 180mC
12" X 50 YARDS	\$ 154.50 /per roll	3M 180mC

SECTION J - NON-REFLECTIVE PLASTIC AND VINYL FILM - CONTINUED

SIZE	PRICE PER ROLL	MFG. CODE NO.
15" X 50 YARDS	\$ 193.13 /per roll	3M 180mC
24" X 50 YARDS	\$ 309.00 /per roll	3M 180mC
30" X 50 YARDS	\$ 386.25 /per roll	3M 180mC
36" X 50 YARDS	\$ 463.50 /per roll	3M 180mC
48" X 50 YARDS	\$ 618.00 /per roll	3M 180mC

MANUFACTURER'S BRAND NAME QUOTING: 3M Controltac™ Graphic Film, 180mC Series

SECTION K - OVERLAY FILMS FOR USE IN RETROREFLECTIVE SHEETING PER THE ATTACHED SPECIFICATIONS AND NHDOT SPECIFICATION SECTION 718 RETROREFLECTIVE SHEETING.

	PRICE PER SQ FT	MFG CODE NO.
K1: OVERLAY FILM	\$ <u>0.64</u>	<u>3M 1170 Series</u>

MANUFACTURER'S BRAND NAME QUOTING: 3M ElectroCut Graphic Film™

Group K

OVERLAY FILMS
FOR USE ON RETROREFLECTIVE SHEETING

1.0 General Characteristics and Packaging.

1.1 Roll Goods. When supplied as roll goods, the Overlay film shall be of good appearance, free from ragged edges, cracks and extraneous materials. The maximum number of splices in each roll shall be three per 50 yards of material. Splices shall be butted. The sheeting shall be packed snugly in corrugated fiberboard cartons, in accordance with commercially accepted standards. Each carton shall clearly stipulate the brand, quantity, size, lot or run number, and color. Stored under normal conditions the Overlay film as furnished shall be suitable for use for a minimum period of one year.

1.2 Sign Faces. When supplied as a finished sign face or mounted sign, the sign face, made of Overlay film and retroreflective sheeting, shall comply with the appearance, specification, and good workmanship designated by the using agency for sign faces constructed of colored retroreflective sheeting of the same type.

2.0 Performance Requirements and Obligations.

2.1 Certification. The film manufacturer shall submit with each lot or shipment, a certification which states that the material supplied will meet all of the requirements listed herein.

2.2 Field Performance Requirements. The Overlay film applied to retroreflective sheeting, both materials applied in accordance with the manufacturer's recommendations, shall as a composite perform with the same effective performance life as the using agency specifies for that type of colored retroreflective sheeting. The composite sign will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimums specified by the using agency for colored retroreflective sheeting.

2.3 Overlay Film Manufacturer's Replacement Obligation. Where it can be shown that retroreflective traffic signs with Overlay film supplied and used according to the film manufacturer's recommendations have not met the performance requirements of Section 2.2, the film manufacturer shall cover restoration costs as provided in the using agency specification for colored retroreflective sheeting.

2.4 Government Using Agency Obligation. The using agency shall be responsible for requiring dating of all signs at the time of application. That date constitutes the start of the field performance obligation period.

3.0 Technical Assistance Requirements

3.1 Instruction and Training. As requested the manufacturer supplying the Overlay film requirement shall provide the services of a qualified technician for instruction and training at the primary sign manufacturing facility designated by the agency. This instruction shall be available on a quarterly basis if needed at no additional cost, and shall include but not be limited to, training films, material application, equipment operation, packaging, storage and other proven sign shop practices as they apply to the Overlay film supplied by the manufacturer, and to assure that the resulting signs can comply with the applicable specifications. Additional on-site technical assistance by the manufacturer supplying the Overlay film shall be provided at each of the sign shops designated in the bid invitation. This assistance will be provided at least once each quarter of sign production, if required

SECTION L – TPM5 ECF Transfer Tape.

	PRICE PER ROLL	MFG. CODE NO.
24" X 100 YARDS	\$ 150.00 /per roll	3M TPM-5
30" X 100 YARDS	\$ 187.50 /per roll	3M TPM-5
36" X 100 YARDS	\$ 225.00 /per roll	3M TPM-5
48" X 100 YARDS	\$ 300.00 /per roll	3M TPM-5

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

<u>Matthew Leibel</u>	<u>651-737-8279</u>	<u>1-800-552-1380</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>1-888-246-9793</u>	<u>tbidgroup@mmm.com</u>	<u>3M.com</u>
Fax Number	E-mail Address	Company Website
<u>3M Company</u> Vendor: 177728	<u>00-617-3082</u>	
Vendor Company Name	DUNS #	
<u>3M Center, Building 225-4N-14</u>		
Vendor Address		

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.

3M Company Government Contracts Power of Attorney

By the authority granted the undersigned by the Deputy General Counsel and Secretary, the individuals listed below are 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 (except research and development services*) for which 3M or its designated subsidiaries will be a prime contractor or subcontractor to any federal, state or municipal governmental agency in the United States, or to a federal, state or municipal prime contractor or higher tier subcontractor in the United States, to perform acts specified on behalf of this Corporation.

- (a) To submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, (including certifications, representations and warranties** with the exception of country of origin certifications), the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated.

Authority for the below individuals applies to the specific Business Unit or staff function indicated.

<u>3M Purification Inc.</u> Towne, Richard	<u>Electrical Markets Division</u> Irwin, Mike Kieffer, John Larson, Loren McGurran, Dan	<u>Industrial Mineral Products Division</u> Erickson, Scott
<u>3M Unitek Corporation</u> TBD	<u>Electronics Materials Solutions Division</u> Anderson, Kevin	<u>Medical Solutions Division</u> Haataja, Brian (Service Support only) McDonald, Michael
<u>Advanced Materials Division</u> Davis, Scott Giancola, John Hanson, Scott Ingstad, Cheryl Lockhart, Bruce Moeller, Kent Pearson, Claudia Race, Robert Utley, Elizabeth	<u>Food Safety Department</u> Canniff, Perry Erdman, Michelle Wadie, John	<u>Oral Care Solutions Division</u> McDonald, Michael
<u>Aearo Technologies LLC.</u> Canniff, Perry Hinko, David	<u>Government R&D Contracts Department*</u> Kays, Steven	<u>Personal Safety Division</u> Canniff, Perry Wesemann, Melissa
<u>Automotive and Aerospace Solutions Division</u> Canniff, Perry	<u>3M Health Information Systems</u> Black, Lisa Cline, Jan Garrison, Garri Graves, Terri Jennings, Gerald Kim, Myung Mason, Deborah Mathison, John McDonough, James Mitchell, Brian	<u>Stationery & Office Supplies Division</u> Rihm, Diana
<u>Display Materials & Systems Division</u> Summers, Micki	<u>Industrial Adhesives & Tapes Division</u> Canniff, Perry (FSS Contracts only)	<u>Transportation Safety Division</u> Clark-Ferris, Kim Do, Thanh-Huong Frampton, Steven Grill, Jan Leibel, Matthew Morris, John McMahon, Denise Pointon, David Stahosky, Joy Trac, Phu Zaske, Catherine

Authority for the below individuals applies to any Business Unit or staff function.

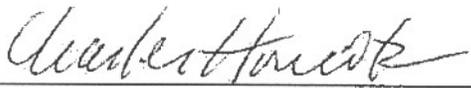
<u>Global Channel Services</u> Hilfer, Derrick Mathers, Stephanie	<u>Government Marketing-Sales</u> Augustine, Rick Kiloran, Sarah Lundeen, Cheryl Weller, Greg	<u>Government Contract Compliance</u> Agoye, Jenna Bordas, Rich Carr, Terrance Horwitz, Charles Paraschou, Maria Robinette, Thomas
<u>Office of General Counsel</u> Kuyath, Richard		

(b) To make Country of Origin Certification, the following attorney(s)-in-fact are hereby appointed:

<u>Trade Compliance Department</u> Goebel, Kathleen Kirr, Ashley LaMere, Pierre Mulinix, Jonathan
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For all appointments, authority ceases or may be subsequently modified upon the individual's change in business unit, staff group or responsibilities, or when employment is terminated. Authority may be withdrawn or modified at any time.

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. The undersigned has this Power of Attorney on this 26th day of June, 2018.

By: 

Charles Horwitz
Director, Government Contract Compliance
3M Company

*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 GR&DC, to execute proposals, contracts, subcontracts (including certifications, representations and warranties to comply with certain laws and regulations) for government R&D services. Authority to sign country of origin certifications for government R&D services is delegated to the Trade Compliance Department as specified above.

** Product or performance warranties are to be reviewed and accepted by any 3M individual granted authority or responsibility to do so by the applicable business unit or staff group.

NEW HAMPSHIRE
Reflective and Non-Reflective Sheeting Bid No. 2115-19
3M QUALIFICATIONS AND EXPLANATIONS

QUALIFICATION OR EXPLANATION #	SECTION NUMBER AND/OR HEADING	PAGE/ ITEM NUMBER	QUALIFICATION
1.	Indemnification	Page 4, Item 12	3M agrees to indemnify and hold harmless the State, its officers and agents from third party claims, damages, losses or causes of action directly caused by the negligent or willful acts or omissions of work or services of 3M or its employees, in the performance of this agreement.
2.	Bid Prices	Page 7	3M offers pricing terms based on the length of a contract, the breadth of products covered, the size of the sales opportunity, the contract's other terms, the competitive situation and many other market factors. In this instance, 3M is offering a competitive price based on these factors but is not necessarily offering the lowest prices for each item. Because state governments generally impose significantly different contract terms and such terms and conditions are not comparable to each other or to 3M's commercial terms, 3M cannot guarantee the lowest pricing in all instances.
3.	Audits and Accounting	Page 8	The records and documents subject to audit do not include the disclosure of the 3M's manufacturing costs, processes or any other proprietary information. These records and any and all copies remain the property of the 3M. State representatives who review the records will maintain strict confidentiality of these records and disclose such records only to those employees, officers and agents of the State who are required to review these records in connection with this Agreement.

QUALIFICATION OR EXPLANATION #	SECTION NUMBER AND/OR HEADING	PAGE/ ITEM NUMBER	QUALIFICATION
4.	Certification and Performance Requirements	Page 9	<p>Due to industry standards established for construction work zone environments, signs and barricades used in these applications follow a 3-year warranty period. 3M 3924S, 3934, and 4084 follow the industry standard warranty period of 3-years. 3M Attached are the respective product bulletins that further clarify the warranty information for these products.</p> <p>3M 3300 and 3334/3336 Series do not offer a warranty. For further information, please see attached product bulletins.</p>
5.	Vendor Background Information	Page 1, Section 6 (a-j)	<p>3M is a multinational company with \$30.1B in sales in 2017 and approximately 90,000 employees.</p> <p>Because of 3M's size and global breadth, it is impossible to respond to questions 6a through 6j on behalf of all 3M subsidiaries and affiliates. 3M and its officers and directors have not in the last two years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract. In addition, it is impossible to address without qualification whether 3M has been the subject of any order of noncompliance from any state agency or department. In the spirit of full responsiveness, the following information relating to past and ongoing investigations is submitted. The matters referenced herein will not affect 3M Company's ability to perform this New Hampshire contract.</p> <p>3M Company provides an overview of legal proceedings by federal, state and local government agencies that are deemed material, and any subsequent action resulting therefrom, in its annual report and Form 10-K. At 3M Company, given our size and</p>

QUALIFICATION OR EXPLANATION #	SECTION NUMBER AND/OR HEADING	PAGE/ ITEM NUMBER	QUALIFICATION
			<p>diversity, government oversight is a routine occurrence. The Company regularly has OSHA inspections; minor fines or penalties may occasionally be assessed. 3M Company also may be assessed minor fines or penalties in other regulated areas, such as health care. However, minor fines are not considered material and, therefore, and not disclosed in our annual report.</p> <p>3M Company has occasionally been investigated by government agencies as part of its ongoing business operations. In some instances, the company has been assessed penalties or has agreed to stipulated penalties with federal and state environmental and occupational health agencies.</p> <p>The 3M Company's Form 10-K for the fiscal year ended December 31, 2017. A copy of 3M's 2017 annual report, can be found on 3M's Internet site at www.3m.com. 3M Company's Form 10-K is available on the 3M Company website by searching as following: Investor Relations -> SEC Filings -> then in the "Groupings Filter" search box, choose "Annual Filings" -> then select Form 10-K filed 2/08/18.</p>

New Hampshire DPSS – Bid No. 2115-19

Price Discount Schedule from 3M TSD 2018 Price Catalog

<u>Catalog Section</u>	<u>% Discount</u>
3M Durable Sign Sheeting Rolls and Sheets <i>(Excluding contract products: 3200, 3930,3940, 3990,4081/4083, and 3981/3983)</i> Pages 1-5 and Pages 7-9	16% Off Catalog List
3M Linear Delineation System (LDS) Page 6	Catalog List
3M Construction Work Zone Rolls and Sheets <i>(Excluding contract products:4084, 3924S, 3934, 3300, 3334/3336)</i> Pages 11-22	16% Off Catalog List
3M Durable Sign Sheeting Rolls and Sheets Pages 23-25	16% Off Catalog List
3M Digital Printing Items Pages 26-29	Catalog List
3M Diamond Grade Fabricated Items Pages 30-31	Catalog List
3M Diamond Grade DG Fabricated Items Page 32	Catalog List
3M High Intensity Prismatic Fabricated Items Page 33	Catalog List
3M Applicators and Accessories Page 34	Tier D Pricing
3M Vehicle Safety Marking Roll Goods <i>(Excluding contract products: 983-10, 983-32/326)</i> Pages 35-45	16% Off Catalog List
3M Pavement Markings Pages 46-72	Catalog List
3M Commercial Solutions Graphics Architectural Market <i>(Excluding contract products: 7725 series, 5100R-10, SCPM-3 and 180mC)</i> Pages 73-95	Tier D Pricing

January 16, 2017

Dear Customer,

To remit payments via check (mailed via regular mail only,) please send to the address below that is closest to your location. If you are unsure which location is closest to you, please refer to the address listed on your 3M invoice.

3M Company
P.O. Box 844127
Dallas, TX 75284-4127 USA

3M Company
2807 Paysphere Circle
Chicago, IL 60674 USA

3M Company
PO Box 371227
Pittsburgh, PA 15250-7227 USA

*Note that the above addresses are 3M lock box locations. Payments are not accepted if mailed via FedEx or UPS. If your payment should need to be mailed to 3M via FedEx or UPS, please remit to the following address:

3M Company
Attn: Remittance Processing
Building 224-5N-42
I-94 & McKnight Road
Saint Paul, MN 55144-1000 USA

Below is 3M's current banking information and wire transfer instructions for payments via wire transfer or ACH, as well:

JPMorgan Chase, NA
1 Chase Manhattan Plaza
New York, NY 10081 USA
ABA # 021000021
Account: 777180753
Beneficiary: 3M Company
CHIPS UID: 379266
CHIPS ABA: 0002
SWIFT: CHASUS33

On the day of each wire transfer or ACH payment, please e-mail invoice detail with your 3M account number to: wireinfo@mmm.com.

3M also accepts MasterCard, Visa and American Express for payment at the time of order placement.

Please notify your Customer Service Representative when you place your order that you wish to pay via credit card. Your card will be charged when your order ships and bills. Please note that credit cards are only accepted for payment at the time of order.

Orders paid via credit card are NOT eligible for terms discounts or rebates.
Payment via credit card will not be accepted for invoices that have already billed to your 3M account with open payment terms.

*** Please note that full credit card information must be given via phone only. Full credit card information cannot be submitted to 3M via fax or e-mail to ensure compliance with Payment Card Industry Data Security Standards (PCIDSS.) 3M follows these standards in addition to taking many other steps to ensure that credit card data is protected.

Thank you,

3M Science.
Applied to Life.™

Katrina Schray | Credit Analyst, CBA
3M Credit Department | Customer Financial Solutions
3M Center, Building 224-5N-41, I-94 and McKnight Road | Saint Paul, MN 55144-1000 USA
Office: 651-733-5260 or Toll Free: 1-800-789-1567, Ext. 51 | Fax: 651-732-7747
kschray@mmm.com | www.3M.com