

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

DATE: 2/1/2019

CONTRACT #: 8002478

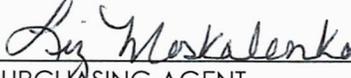
NIGP CODE: 630-6600

CONTRACT FOR: Road Paint Supply and Deliver

CONTRACTOR: Ennis Flint Inc.

VENDOR CODE #: 176028

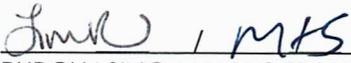
SUBMITTED FOR ACCEPTANCE BY:

  
PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 2/1/2019

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RECOMMENDED FOR ACCEPTANCE BY:

  
PURCHASING MANAGER/ADMINISTRATOR III

DATE 2/1/19

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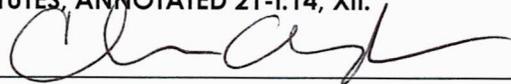
APPROVED FOR ACCEPTANCE BY:

  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 2/1/19

\*\*\*\*\*

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 2/4/19

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

DATE: 2/1/2019

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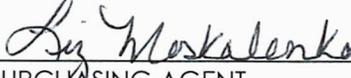
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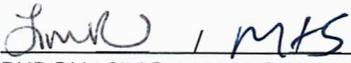
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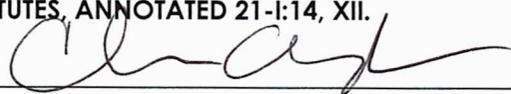
APPROVED FOR ACCEPTANCE BY:

  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 2/1/19

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CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2/4/19

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STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

**ADDENDUM # 01 TO BID INVITATION # 2164-19**

Posted: 1/22/2019

**DATE OF BID CLOSING:** 01/31//2019

**TIME OF BID CLOSING:** 2:00 PM (EST)

**FOR:** Road Paint, Supply & Deliver

CURRENTLY READS: 01/18/2019 Samples to be received by 1:30 PM

CHANGE TO READ: 01/28/2019 Samples to be received by 1:30 PM

**PURCHASING AGENT:** Liz Moskalenko  
**E:Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Ennis-Flint, Inc. ADDRESS 4161 Piedmont Pkwy, Ste. 370

BY  Greensboro, NC 27410

(this document must be signed)

Zina Brooks - Vice President TEL. NO. 800-331-8118  
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.

Division of Procurement and Support Services  
Bureau of Purchase and Property  
25 Capitol Street, Room 102, State House Annex  
Concord, NH 03301-6398

Date: 01/10/19

Bid No.: 2164-19

Date of Bid Closing: 1/31/19

Time of Bid Closing: 2:00 PM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO Liz Moskalkenko: E-mail [Elizabeth.Moskalkenko@DAS.NH.Gov](mailto:Elizabeth.Moskalkenko@DAS.NH.Gov)  
EMAIL YOUR BID TO: [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov)

**BID INVITATION FOR CONTRACT: ROAD PAINT, SUPPLY & DELIVER**

[Insert name of signor] Zina Brooks, on behalf of Ennis-Flint, Inc. [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 2164-19 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 Zina Brooks Authorized Signor's Title Vice President

NOTARY PUBLIC/JUSTICE OF THE PEACE

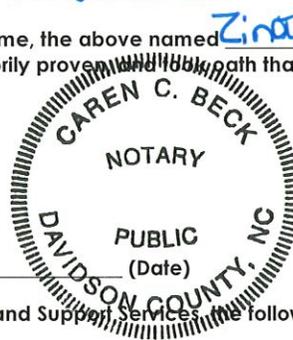
COUNTY: Guilford STATE: North Carolina ZIP: 27410

On the 24th day of January, 2019, personally appeared before me, the above named Zina Brooks, in his/her capacity as authorized representative of Ennis-Flint, known to me or satisfactorily proven to me, 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.

Caren C. Beck  
(Notary Public/Justice of the Peace)

My commission expires: 04/24/2021



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 constitute 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: ROAD PAINT, SUPPLY & DELIVER

### **PURPOSE:**

The purpose of this bid invitation is to establish contracts for supplying the State of New Hampshire agencies with the product 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. Product 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 [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.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 Liz Moskalenko at the following address: [Elizabeth.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.Moskalenko@DAS.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.

01/10/2019	Bid Solicitation distributed on or by
01/17/2019	Last day for questions, clarifications, and/or requested changes to bid
01/18/2019	Samples to be received by 1:30 PM
01/31/2019	2:00 P.M. (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. See Attachment C.

**CONTRACT TERM:**

The term of the contract shall be from March 1, 2019 through February 28, 2020 a period of 1 year 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 shall be made to the responsible Vendor meeting the criteria established in this RFB **and** providing the lowest cost in total for Section A and Section B. 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.

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>.

**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".

**PRICE ADJUSTMENTS:**

The successful Vendor(s) may request a price increase only in the case of an extended contract, and shall not be in excess of 3.5% capped. Price increase for any product shall not be levied on pre-existing mixed batches of product for shipment, its previously purchased (prior to market increase) pre-mixed ingredients, nor be in excess of prices being charged to the general trade or Vendors best/preferred customer at time of delivery. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty(30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable.

Updated Published Price List MUST be e-mailed to [Elizabeth.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.Moskalenko@DAS.NH.Gov).

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer

**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 product is received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all product, 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 products 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 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 product are not allowed.

Standard stock product 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.

**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.

**DELIVERY SCHEDULE / MINIMUM ORDERS:**

See "Exhibit B State of New Hampshire Delivery Schedule".

**DELIVERY LOCATIONS:**

Paint shall be delivered to the following locations:

<b>PRIMARY DELIVERY LOCATION A</b>	<b>REMOTE DELIVERY LOCATIONS</b>			
	<b>LOCATION B</b>	<b>LOCATION C</b>	<b>LOCATION D</b>	<b>LOCATION E</b>
State of New Hampshire DOT Traffic Bureau 18 Smokey Bear Blvd, Concord, NH 03302	State of New Hampshire DOT Traffic Bureau 201 Dells Road Littleton, NH 03561	State of New Hampshire DOT Traffic Bureau 1 Morin Drive Gorham, NH 03581	State of New Hampshire DOT Traffic Bureau 8 Grant Road Columbia, NH 03576	State of New Hampshire DOT Traffic Bureau 19 Base Hill Road Swanzey, NH 03561 03446

**The delivery schedule is critical to the State of New Hampshire. The paint shall be delivered per the delivery schedule listed with this bid invitation UNLESS OTHERWISE NOTIFIED IN WRITING BY THE NH DOT – BUREAU OF TRAFFIC**

**STATE DELIVERY / BILLING CONTACTS**

Eric Healey or Robert Havey 603 - 271-1685. Other means of communication may be mutually arranged after award.

**DELIVERY TIME:**

All deliveries shall be made in accordance with the schedule listed herein. Weather and other factors can affect demand. The successful bidder must take these factors into account and adjustment to the schedule must be mutually agreed upon. Deliveries of 5-gallon pails may be made in advance of the schedule. See Attachment "B" for schedule.

**SHIPMENTS:**

Vendor must ensure all shipments to primary delivery location shall be scheduled with the freight carriers to arrive at DOT locations between 6:00 AM and 12:00 PM Monday through Friday (with exception of State recognized holidays) following a minimum one-day notice via communication with the DOT delivery contact. Agency offloading of deliveries attempted outside this approved window may be delayed or not possible pending Agency staffing and arrival time. If so, transporters will need to locate parking not on State property (local truck parking available within 5-10 mile radius) and return the next business day.

JIT deliveries, Vendor must have load ready for transporters within a one (1) hour timeframe. Must have loaded in an efficient and timely manner as product required for immediate deliveries to central and/or remote locations are time sensitive and required for immediate usage in most cases.

**Standard business day and hours of operation:**

- Orders for paint to be delivered to any of the remote locations shall be placed for order a minimum of 14 calendar days prior to the scheduled project start date. An alternative Remote Delivery Location within 50 miles of a listed location may be substituted at the time of order.
- All Vendors must ensure shipments to Remote Delivery Locations will be scheduled with the freight carriers to arrive between 6:00 AM and 8:00 AM Monday through Friday (with exception of State recognized holidays).
- Transporters are able to park for deliveries at required remote DOT facilities, out of way of normal State business and employee parking.
- Vendors and Transporters must communicate with the DOT delivery contact at least twenty-four (24) hours prior to delivery (pending shipping location distance to DOT facility) and update with any status changes.
- The State shall place the remote order using email to the vendor's "contract managers" email address as stated in the bid solicitation submitted. If there is a change in contract manager, it shall be the vendors' responsibility to notify the state Bureau of Traffic of the change via email and supply the name and email for the new contract manager.
- The vendor shall have 24 hrs. from receipt of order to email confirmation they shall make complete delivery by the date stated on the order email **or** email confirmation they cannot meet the delivery date requested. If vendor cannot meet the delivery date requested, the vendor may offer a revised delivery date that they can make delivery for.
- If the State accepts this revised delivery date offered by the vendor, it shall become the confirmed delivery date.
- If the vendor confirms that they will meet the delivery date requested on the order email, the stated delivery date shall become firm and the state will schedule staffing, lodging, travel and other logistics around the confirmed delivery date.

**DELIVERY - TIME, COMMUNICATION AND LATE DELIVERY PENALTIES (APPLIES TO REMOTE DELIVERY LOCATIONS ONLY)**

The State of New Hampshire shall institute the following policy, procedures and penalties relative to the timely delivery of paint orders to the remote delivery locations (B, C, D and E).

**If Vendor fails to deliver the order by the confirmed delivery date:**

- The State will levy a late delivery penalty of \$1,000.00 USD per each truckload delivered after confirmed delivery date to be due within 30 days of infraction.
- The penalty value shall be deducted from the invoiced amount due the vendor for that order (or credit issued within 30 days in the case of Procurement Card payment).
- If it is determined that the order will not be made by the confirmed delivery date, the vendor shall notify the State agency personnel who placed the order via phone and email to advise when delivery shall be made after the confirmed date. The vendor shall also allow the State to change the delivery location of the late delivery if requested to any of the stated New Hampshire locations (A through E) or an alternative Remote Delivery Location within 50 miles of a listed location at no charge to the State.

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

**TOTE CONTAINER SIZE:**

● **STAINLESS STEEL**

Containers shall be 250 gallons or less

● **BOTTLE AND CAGE CONTAINERS**

Containers shall contain a maximum of 275 gallons

**SHIPPING MANIFESTS:**

Shipping manifests must accompany each delivery and must exhibit the batch number of the material delivered and Purchase Order Number. All 250/275 gallon totes will be delivered with metered slips attesting to the quantity of material contained in each tote.

**PRE-BID AWARD PRODUCT SAMPLING & TESTING**

Two one-quart cans of each, white and yellow for standard fast dry paint (4 quarts total, no samples required for low temperature paint) are to be sent to the Bureau of Traffic for pre-bid testing by the NH DOT lab. Two of the quarts will be used by the NH DOT lab and the other two will remain unopened and reserved for independent lab testing, if the vendor chooses to submit, due to failed testing at the NH DOT lab. The sample cans, each with tamper-evident seals, shall be sent by UPS, FedEx or similar service, for tracking purposes to the following address:

**SAMPLES MUST BE RECEIVED PRIOR TO 1/18/2018 @ 1:30 PM AT THE FOLLOWING LOCATION**

**NH DEPARTMENT OF TRANSPORTATION  
BUREAU OF TRAFFIC  
18 SMOKEY BEAR BLVD CONCORD, NH 03302  
ATTN: LEE BARONAS**

The Traffic Bureau will maintain a chain of custody for tracking purposes. **The samples shall be** accompanied by a Transmittal Letter with contact phone and email, Safety Data Sheets, and signed/dated Certificates of Compliance with the specification in Attachment A issued by the manufacturer for the material including certifications, certified analysis results, and identification of principal raw material including resins and pigments. At a minimum, test results shall include: Total Solids, % Pigment, % Non-Volatile in Vehicle, Viscosity, Fineness of Grind, Drying Time, Dry Opacity, Daylight Reflectance, and Density. Drying Time results shall include conditions of test environment including: air temperature, humidity, and film thickness (mils). Certificates of Compliance shall also attest that the product contains no nanomaterials.

Sample containers shall be marked with manufacturer name, product name, product number, plant, date of manufacture and batch numbers consistent with production containers.

If any sample (either color) fails the testing process, the bid will remain sealed and marked Non-compliant. NHDOT Traffic Bureau will notify the vendor of failed testing results.

**LONGEVITY OF PRE-BID AWARD TESTING RESULTS**

Pre-bid testing results will be retained on file until such time as may be required. In the event of an original contract default, wherein and at such time successful and compliant original bidders may be considered under a subsequent urgent solicitation to establish a new contract for the remainder of the contract timeframe.

**SAMPLE FAILURE PROCEDURE**

The Vendor may request a copy of the test results in writing within two (2) business days after failure notification. The Vendor may request the unopened samples be submitted to either of the two approved labs indicated below to conduct the same testing for vendors own quality assurance. All efforts for quality assurance testing including transportation of samples will be at the Vendor's expense. Independent results are and will not be binding on NHDOT or the State of New Hampshire.

Within five (5) business days after delivery to the independent lab test results must be submitted to the State address (**Department of Transportation, Bureau of Materials and Research, 5 Hazen Drive, PO Box 483, Concord, NH 03302**)

**SAMPLE ACCEPTANCE**

Upon award and prior to delivery, the Vendor shall arrange for samples of each type of paint to be transported from the NHDOT laboratory to one of the Approved Laboratories for infrared analysis. Transportation and analysis shall be at the vendors' expense. A copy of each certified infrared spectrum must be submitted to the Department of Transportation, Bureau of Materials and Research, 5 Hazen Drive, PO Box 483, Concord, NH 03302 before delivery of the paint.

Vendor shall consistently supply product as submitted and approved through pre-bid testing and infrared analysis. Should Vendor supply product from a different plant/location prior to bid opening, within current and before each successive season in the event of contract extension, other than original manufactured location, new samples proposed to be delivered must be submitted to NHDOT lab for approval prior to shipment of product, similar to pre-

bid testing. Approval testing shall also include subsequent vendor paid transportation of samples and infrared analysis.

**RAW MATERIALS**

Bidders shall provide with its Certificates of Compliance submittals **identification of principal raw materials including resins and pigments**. When requested by the State of New Hampshire, bidder will furnish samples of raw materials used in bidder's manufacturing process. Final acceptance and testing will be made upon application of paint. All delivered material will conform to the certified analysis.

**Any material not conforming will be rejected and removed at the Vendor's expense.**

**APPROVED LABORATORIES**

**GPI LABORATORIES, INC.**  
**4403 Donker Court SE**  
**Grand Rapids, MI 49512**  
**Tel: 616 940-3112**  
**Contact Person: Sarah Olthof**  
**616-608-0515**

**KTA-TATOR, INC.**  
**115 Technology Drive**  
**Pittsburgh, PA 12750**  
**Tel: 412 788-1300 x 176**  
**Fax: 412 788-1306**

**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.

**DISQUALIFICATION OF VENDOR:**

In addition to the Remedies for Default specified in paragraph 8.2 of the Contract Terms and Conditions, the State may consider a Vendor determined to be in Default disqualified from submitting a bid for the next State solicitation for Road Paint.

**MINIMUM ORDERS:**

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

**OFFER:**

Vendor hereby offers to furnish 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.

QTY	UNIT	DESCRIPTION	UNIT COST	EXT. COST
<b>Section A</b>				
102,850	Gal	Fast Dry White Paint, 250/275 Tote	\$ 8.63	\$ 887,595.50
102,850	Gal	Fast Dry Yellow Paint, 250/275 Tote	\$ 8.38	\$ 861,883.00
3,025	Gal	Fast Dry White Paint, 55 gallon Drums	\$ 9.63	\$ 29,130.75
1,200	Gal	Fast Dry White Paint, 5 gallon Pails	\$ 10.63	\$ 12,756.00
<b>Section B – No Pre-bid Testing Required</b>				
3,025	Gal	Fast Dry Low Temperature Yellow Paint 250/275 Tote	\$ 9.27	\$ 28,041.75
3,025	Gal	Fast Dry Low Temperature White Paint 250/275 Tote	\$ 9.55	\$ 28,888.75
10	Ea.	Empty 55 Gal Drums	\$ 57.00	\$ 570.00
<b>TOTAL</b>				<b>\$ 1,848,865.75</b>

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

- Attachment A: DOT Traffic Specification
- Attachment B: Delivery Schedule
- Attachment C: Eligible Participant

**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>Stacey Chapman</u>	<u>800-331-8118</u>	<u>800-331-8118</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>336-218-6746</u>	<u>contracts@ennisflint.com</u>	<u>www.ennisflint.com</u>
Fax Number	E-mail Address	Company Website
<u>Ennis-Flint, Inc.</u>	<u>16-015-7624</u>	
Vendor Company Name	DUNS #	
<u>4161 Piedmont Pkwy, Ste 370, Greensboro, NC 27410</u>		
Vendor Address		

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

## Attachment A

### STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION BUREAU OF TRAFFIC SPECIFICATION

#### WHITE AND YELLOW WATERBORNE TRAFFIC PAINT

##### GENERAL

- 1.1 This specification describes ready-mixed, low VOC, fast drying, white and yellow waterborne traffic paint that shall be used as a binder for reflective beads, or for use as a plain non-reflective paint. The paint shall be suitable for either asphalt or concrete pavement surfaces. When applied at a wet-film thickness of 15 mils, the paint shall be suitable for application on all types of paved roadway surfaces.
- 1.2 The paint shall be formulated and processed specifically for service as a binder for reflective beads, in such a manner as to produce maximum adhesion, refraction and retro reflection. Any capillary action of the paint shall not be such as to cause complete coverage of the beads.
- 1.3 The paint shall be well mixed in the manufacturing process and shall be properly ground when incorporating the pigments in order to conform to the requirements as specified.
- 1.4 The paint shall not liver, thicken, curdle, gel, settle excessively, or otherwise show any objectionable properties during storage and shall be readily remixed manually to a smooth uniform consistency throughout.
- 1.5 The paint shall **NOT** be set, stored, staged anywhere in direct sunlight within an indoor and/or outdoor location prior to shipping.
- 1.6 The paint shall be fully emulsified/mixed prior to shipment so as to remain homogenous for a thirty (30) day time period after delivery. If necessary, vendor shall mix or otherwise process the product prior to shipment.
- 1.7 The paint shall dry on a road surface to a strongly adherent uniform noncracking film that will not turn dark in sunlight or show considerable discoloration with age. It shall be easily and uniformly applicable with mechanical line-marking equipment and shall have excellent covering properties. The paint shall be suitable for binding glass beads so as to produce a highly weather resistant traffic line.

##### FAST DRY PAINT

- 2.1 **Paint:** Shall comply with the following:

##### STANDARD WHITE TRAFFIC PAINT

PROPERTY	TEST METHOD	REQUIREMENTS
Binder	ASTM D2621 infrared analysis	100% Acrylic
Titanium dioxide, rutile type II	ASTM D1394	120 g/l (1 lb/gal) min.
Total solids	ASTM D3723	76% min. by weight 62% min. by volume
% Pigment	ASTM D3723	58% min. to 62% max.
% Vehicle	ASTM D3723	38% min. to 42% max.
% Non-volatile in vehicle	ASTM D3723	42% min. by weight
Lead	ASTM D3335	0.06% max
VOC	ASTM D3960	150 g/l (1.25 lb/gal) max
Weight per gallon	ASTM D1475	1680 +/- 36 g/l (14.0 +/- 0.3 lb/gal)
pH of the paint		9.6 min.
Flash point (close cup)	D3278 Setafash	>93°C (>200°F)
Color		See Section 2.4

**STANDARD YELLOW TRAFFIC PAINT**

Property	Test Method	Requirements
Binder	ASTM D2521 infrared analysis	100% Acrylic
Titanium dioxide, rutile type II	ASTM D1394	24 g/l (0.2 lb/gal) min.
Total solids	ASTM D3723	76% min by weight 62% min by volume
% Pigment	ASTM D3723	58% min. to 62% max.
% Vehicle	ASTM D3723	38% min. to 42% max.
% Non-volatile in vehicle	ASTM D3723	42% min. by weight
Lead	ASTM D3335	0.06% max.
VOC	ASTM D3960	150 g/l (1.25 lb/gal) max.
Weight per gallon	ASTM D1475	1620 +/- 36 g/l (13.55 +/- 0.3 lb/gal)
pH of the paint		9.6 min.
Flash point (close cup)	D3278 Setaflash	>93°C (>200°F)
Color		See Section 2.4

2.2 In addition, all traffic paint shall comply with the following requirements:

PROPERTY	TEST METHOD	REQUIREMENTS
Viscosity (Krebs units)	ASTM D562	80 min to 92 max. @ 25°C (77°F)
Fineness of Grind	ASTM D1210	4 min.
Drying time	ASTM D711 with wet film thickness of 15 mils	Standard Paint - 10 minutes max. @ 25°C (77°F)
Flexibility	FSS TT-P-1952F, section 4.5.5, using ½" mandrel bend	No cracking or flaking
Dry opacity (contrast ratio)	ASTM D2805 with wet film thickness of 5 mils	0.96 min.
Daylight reflectance	Fed test method no. 141c	85% min. for white paint 50% min. for yellow paint
Bleeding (ratio)	FSS TT-P-1952F	0.97 min.
Scrub resistance	ASTM D2486	Pass 500 cycles
Freeze-thaw stability	FSS TT-P-1952F	<=10 % change
Heat Stability (Krebs units)	FSS TT-P-1952F	<=10 % change

2.3 **Viscosity:** Paint falling within the requirements will not be rejected. However manufacturer shall strive to provide paint between 84-88 Krebs units as this our optimal operating viscosity.

2.4 **Color:** The color of the dry paint shall satisfy the appropriate chromaticity coordinates indicated in Table 1.

**Table 1**

Color	1		2		3		4	
	x	y	x	y	x	y	x	y
White	0.330	0.370	0.355	0.345	0.310	0.300	0.285	0.325
Yellow	0.515	0.465	0.505	0.430	0.440	0.415	0.420	0.443

**Chromaticity Coordinates**

2.5 **Condition in Container:** The paint shall show no livering, skinning, mold growth, putrefaction, corrosion of the container, or hard settling of the pigment in the container. Any settling shall be readily dispersed when stirred by hand with no persistent foaming.

- 2.6 **“No Track” Time** – The “No Tracking” condition shall be determined by actual application on the pavement at a wet film thickness of 20 mils with white or yellow paint covered with glass beads at a rate of 8 pounds per gallon. The paint lines for this test shall be applied with the striping equipment with the paint at temperatures between 85°-105°F at the spray orifice. The “No Tracking” time shall be determined by passing over the paint line after the specified time, in a simulated passing maneuver at a constant speed of 30 to 40 miles per hour with a passenger car. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of approximately 50 feet from the point where the test vehicle has crossed the line, shall be considered as showing “No Tracking” and conforming to the requirement for field drying conditions. This field dry time test shall be used for production samples only.

Paint Type	Standard Paint
Pavement Temperature	50°F to 120°F
“No Track” Time	90 sec.

- 2.7 **Dry-Through (Early Washout) Standard Paint** A sample of 15 mil wet film thickness paint placed immediately in a humidity chamber maintained at 22.5°C +/- 0.5°C (72.5°F +/- 2.5°F) and 90% +/- 3% relative humidity shall have a “Dry-Through” time less than or equal to paint film tested in accordance with ASTM D1640, except that the pressure exerted will be the minimum needed to maintain contact between the thumb and film.
- 2.8 **Safety Data Sheets:** (OSHA form 20 or equivalent) pertinent to all materials in this product shall be provided with each delivery.
- 2.9 **Storage Stability:** When stored in a three-quarters (3/4) filled container for a period of thirty (30) days, the paint shall be in a homogeneous state with no skinning, curdling, hard settling or caking that cannot be readily remixed.
- 2.10 **Prohibited Material:** The paint shall not contain material as listed in Federal Regulation 29 CFR Part 1910.1200, specification TT-P-1952F sections 3.1.2 and 4.3.1. The paint shall not contain nanomaterials, generally meaning any natural, incidental or manufactured material containing particles, where in an unbound state or as an aggregate or as an agglomerate, one or more external dimensions is in the size range 1 nm – 100 nm.

#### LOW TEMPERATURE PAINT

- 3.1 Low Temperature waterborne paint shall be formulated to perform with air temperatures as low as 35 degrees at a wet film thickness of 15 mils.

#### Requirements for Low Temperature Waterborne WHITE and YELLOW Traffic Paint

PROPERTY	TEST METHOD	REQUIREMENTS
Binder	ASTM D2621 infrared analysis	Acrylic
Total solids	ASTM D3723	60% min by volume
Pigment	ASTM D3723	58% to 62% by weight
Lead	ASTM D3335	0.06% max
VOC	ASTM D3960	150 g/l (1.25 lb/gal) max
pH of the paint		9.6 min.
Flash point (close cup)	D3278 Setaflash	>93°C (>200°F)
Viscosity (Krebs units)	ASTM D562	75 min to 90 max. @ 25°C (77°F)***
Drying time	ASTM D711 with wet film thickness of 15 mils	10 minutes max. @ 25°C (77°F)
Dry opacity (contrast ratio)	ASTM D2805 with wet film thickness of 5 mils	0.96 min.
Freeze-thaw stability	FSS TT-P-1952F	< /=10 % change
Heat Stability (Krebs units)	FSS TT-P-1952F	< /=10 % change
Color		See section 2.4

**\*\*Viscosity:** Paint falling within the requirements will not be rejected. However manufacturer shall strive to provide paint between 84-88 Krebs units as this our optimal operating viscosity.

3.2 **Prohibited Material:** See Section 2.10.

3.3 **Condition in Container:** See Section 2.5.

3.4 **"No Track" Time** – The "No Tracking" condition shall be determined by actual application on the pavement at a wet film thickness of 15 mils with white or yellow paint covered with glass beads at a rate of 8 pounds per gallon. The paint lines for this test shall be applied with the striping equipment with the paint at temperatures between 85°-105°F at the spray orifice. The "No Tracking" time shall be determined by passing over the paint line after the specified time, in a simulated passing maneuver at a constant speed of 30 to 40 miles per hour with a passenger car. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of approximately 50 feet from the point where the test vehicle has crossed the line, shall be considered as showing "No Tracking" and conforming to the requirement for field drying conditions. This field dry time test shall be used for production samples only.

Paint Type	Low Temperature
Pavement Temperature	35°F to 50°F
"No Track" Time	10 minutes

3.5 **Safety Data Sheets:** (OSHA form 20 or equivalent) pertinent to all materials in this product shall be provided with each delivery.

3.6 **Storage Stability:** See Section 2.9

**PACKAGING**

4.1 All materials furnished under these specifications shall be shipped in strong, new five (5) gallon buckets/pails, new fifty-five (55) gallon drums, reusable two hundred and seventy five (275) gallon or two hundred and fifty (250) gallon stackable tote containers as called for.

4.2 The containers (totes) may be stainless steel or composite-intermediate bulk containers (IBCs) made of high density polyethylene (HDPE) enclosed by a galvanized square tubular steel cage. The containers (totes) shall be 250 gallons or if IBCs can also be 275-gallon containers. Totes shall have the ability to be stacked two high when completely filled with paint. These totes shall have a lever operated 2 inch bottom outlet valve furnished with an easily accessible "male quick disconnect", 2 inch hose connection compatible to the Department's equipment.

4.2.1. Totes shall be constructed of sufficient strength to withstand repeated use of filling and transporting in order to avoid leakage over the life of the totes. The tote size may vary but the total weight of the container and paint must be less than 4,100 lbs. These totes shall be mounted on a platform, which will serve as a skid for easy forklift handling.

4.2.2. All totes will be the property of the bidder, and the bidder shall have an adequate quantity of totes to meet the paint delivery schedule.

4.2.3. *Stainless Steel totes will have a minimum 6 mil. tote liner to prevent leakage and contamination. **This bag shall be secured at the top and bottom of the tote to prevent collapsing within the tote while emptying and will be attached in a way to allow for proper venting while tote is being emptied.** Tote bags shall be changed after each use and shall not be reused to prevent residue build up in tote or outlet.*

4.2.4. *When IBCs are used, the contractor shall submit for review prior to first delivery the cleaning method used to clean the IBCs prior to refilling with paint.*

4.2.5. *Totes shall be UN/DOT certified for shipping and handling of bulk liquids with a maximum of 1.9 specific gravity as required by Code of Federal Regulations (CFR) Title 49 Part 178.*

4.2.6. The paint for totes shall be screened with a #20 screen (see below for screen size for paint in

buckets) prior to packaging and a minimum amount of water shall be floated on the surface to prevent skinning.

- 4.2.7. The bidder/contracted vendor must remove **all** totes after **useable** product has been dispensed from the Department's facility by December 1 of each year unless both parties have made other arrangements. In some cases, a limited number of totes may be emptied during the calendar year following delivery.
- 4.3 Fifty-five (55) gallon containers (drums) must be new and rust resistant. Drum manufacturer shall stamp all drums that it is approved for **UN 1A2** which means open top steel drums & US Department of Transportation Hazardous Materials shipping regulations. Drums shall have the type of removal head which conforms to ICC specification. The drums shall have an epoxy phenolic coating. **Disposable plastic drum liners or fiber pack drums shall not be accepted.** The drums shall be filled with fifty-five (55) gallons of pigment binder. The paint shall be screened with a #20 screen prior to packaging. Volume measurements shall be based on 25°C (77°F). Drums shall be provided with reusable gasket of a type, which will prevent the paint from skinning during storage and shall be equipped with outside locking rings or clamps.
- 4.4 Five (5) gallon containers (pails) shall be new and made of a plastic material. Pails shall have resealable covers and be equipped with wire bail or handles. Each container shall be filled so weight of material within the pail shall be accurately determined at 25°C (77°F), and the gallon capacity of the pail identified. **The paint shall be screened with a #65 screen prior to packaging.**
- 4.5 Each container shall be legibly marked with the name of the manufacturer, the type, color and quantity of paint, the manufacturer's lot (batch) number, plant, and date of manufacture. Each container shall also be marked using the Hazardous Material Identification System (HMIS) label or label consistent with National Fire Protection Association (NFPA) Standard 704.
- 4.5.1. In addition each container (tote) will require two labels and shall be marked on the side with the valve and the opposite side from the valve.
- 4.6 This material shall be marked as "standard white" or "standard yellow" with a separate red label (alternate color of the label may be submitted for review and approval).

#### **SAMPLING AND INSPECTION**

- 5.1 All delivered material shall conform to the specifications and certified analysis. NHDOT's lab will be testing all deliveries for specification compliance. Any material not conforming will be rejected and removed at the vendor's expense. Final acceptance and testing shall be made at the point of application. If a paint batch does not meet specifications, the NHDOT will provide the test results in writing through the Bureau of Traffic to the vendor, and either the invoice for that batch will not be paid or, in the case of Procurement Card payments, a credit for that batch shall be issued by the Vendor within 30 days. If a paint batch fails per 5.1.1, the entire batch will be rejected.
- 5.1.1 **Point of Application:** Sampling will consist of running off 2 to 3 gallons from the lower hose connection of the tote to allow for a more consistent sample, and then running paint into a pint size sampling can for testing at the state lab. If the initial sample does not pass, a second sample from the same tote will be taken to verify the initial test results.
- 5.1.2 **Certificate of Compliance:** Each delivery and each batch delivery shall be accompanied with a signed/dated Certificate of Compliance issued by the manufacturer for the material including certifications, quality control test results, and identification of principal raw materials including resins and pigments.. At a minimum, test results shall include: Total Solids, % Pigment, % Non-Volatile in Vehicle, Viscosity, Fineness of Grind, Drying Time, Dry Opacity, Daylight Reflectance, and Density. Drying Time results shall include conditions of test environment including: air temperature, humidity, and film thickness (mils). Certificates of Compliance shall also attest that the product contains no nanomaterials.
- 5.2 Failure of three (3) lab specification tests will be considered an Event of Default under paragraph 8 of the Contract Terms and Conditions and Failure to deliver under paragraph 5 of the Contract Terms and Conditions.

## Attachment B

### STATE OF NEW HAMPSHIRE DELIVERY SCHEDULE

#### Distribution of Deliveries For Road Paint 2019

State Fiscal Year	Due Date (deliver on or before)	Quantity* (gallons)			
		Fast Dry Yellow Totes (250 or 275 gal)	Fast Dry White Totes (250 or 275 gal)	Fast Dry White Drums (55 gal)	Fast Dry White Buckets (5 gal)
FY 2019	<b>April 05, 2019</b>	<b>6,050</b>	<b>6,050</b>	<b>3,025</b>	<b>600</b>
	<b>April 12, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>April 19, 2019</b>	<b>0</b>	<b>0</b>		
	<b>April 26, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>May 03, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>May 10, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>May 17, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>May 24, 2019</b>	<b>0</b>	<b>0</b>		
	<b>May 31, 2019</b>	<b>6,050</b>	<b>6,050</b>		
FY 2019 Total		42,350	42,350	3,025	600
FY 2020	<b>July 05, 2019</b>	<b>6,050</b>	<b>6,050</b>		<b>600</b>
	<b>July 12, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>July 19, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>July 26, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>August 02, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>August 09, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>August 16, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>August 23, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>August 30, 2019</b>	<b>6,050</b>	<b>6,050</b>		
	<b>Sept 06, 2019</b>	<b>6,050</b>	<b>6,050</b>		
FY 2020 Total		60,500	60,500	0	600
Contract Total		102,850	102,850	3,025	1,200

Included in the deliveries listed above are 8 deliveries of 3,025 gallons each required to be delivered to remote locations during this contract period. These deliveries include one delivery each of fast dry white totes and fast dry yellow totes to each of 4 remote locations.

Schedule is generally based on truckloads of up to 3,025 gallons. Larger or smaller truckloads are acceptable and Vendor may submit for approval a revised distribution of delivery.

\*Note that this delivery schedule is based on anticipated order quantities and may be modified by the Agency during the contract period. Refer to paragraph ESTIMATED USAGE in the Bid Invitation.

**Attachment C**

**ELIGIBLE PARTICIPANTS**

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**FOR PARTICIPATION BY THE STATE OF MAINE, STATE OF VERMONT, OR OTHER ELIGIBLE PARTICIPANTS**

- A. If the State of New Hampshire awards a contract, it can and will only award for the State of New Hampshire only. The State of New Hampshire assumes no liability between the successful bidder and any participating entities
- B. The State of Maine, Vermont and any other eligible entity wishing to explore participation in any awarded contract shall submit a participating addendum as the vehicle to communicate their intention to participate.
- C. The participating addendum shall include the entities contract terms and conditions as well as any other special requirements, remit addresses, delivery schedules or other documentation specific to that entity.
- D. The awarded vendor shall review the participating addendum and if acceptable, communicate that agreement in writing to include the freight PARAMETERS cost per gallon for totes, drums, and 5 gallons buckets to the requesting entity, so a total cost per gallon delivered can be calculated by the eligible entity
- E. If the submitted participating addendum package is not acceptable to the awarded vendor, the entity and the awarded vendor may negotiate to an acceptable agreement for both parties. If an acceptable agreement for both parties cannot be reached, the eligible entity shall procure their road paint needs through their own devices.