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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@dass.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 25, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with 3M Company (VC#177728), Murray, UT in an amount up to and not to exceed \$1,499,061.35 for reflective sheeting for our state license plates with an option to extend up to four additional years effective upon Governor and Executive Council approval for the period of November 1, 2024, through October 31, 2029.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for bid (RFB) 2896-24 on April 30, 2024, with responses due on June 26, 2024. This RFB reached 18 vendors through the NIGP electronic sourcing platform with an additional 3 vendors sourced. There was 1 response received with 3M Company providing a compliant response. Following the initial review of RFB 2896-24, and subsequent negotiations 3M Company has been able to provide additional savings to the State of \$20,000 or 1.43% over the contract term based on equal quantities purchased. A follow-up audit with registered Vendors was performed and the reasons for no-bids were the inability to meet product specifications and product availability.

Upon approval, this contract with 3M Company will provide statewide reflective sheeting for our state license plate needs. License plate material is made for extreme exposure to all weather and temperatures. It is imperative the specifications are met precisely in order to have a product that holds up to such extreme conditions.

The estimated annual spend of \$272,556.61 is based on estimated usage. The estimated term spend is \$1,362,783.05 for a five-year term. To ensure proper funds have been established, an additional 10% or \$136,278.30 was added for allowance for balance of product line of for any unforeseen costs. Based on 3M Company bid submission, pricing submitted offers comparable rates with today's pricing with taking into account the 5-year term.

Contract financials	
Estimated annual contract spend	\$272,556.61
Estimated contract term spend (5 years)	\$1,362,783.05
Estimated allowance for balance of product line	\$136,278.30
Recommended price limitation	\$1,499,061.35

~~Based on the foregoing, I am respectfully recommending approval of the contract with~~
~~3M Company.~~

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Reflective Sheeting License Plates	Agency			Statewide
RFB#	2896-24	Requisition#			NA
Agent Name	Claudia Roy	Bid Closing			5/24/24 @ 9:00am

Indicates Award: ☒

Roll		Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
ROLL 121/61X300 YARDS ORDER VOLUME 11,000 SQUARE FEET OR GREATER PRE-PRINTED										
28	ROLL ONE (1) COLOR		\$1,158.00	\$32,424.00	\$1,167.04	\$32,677.12	\$986.11	\$27,611.08		\$4,812.92
	ROLL TWO (2) COLOR		\$1,176.09	\$0.00	\$1,185.14	\$0.00	\$1,004.20	\$0.00		\$0.00
	ROLL THREE (3) COLOR		\$1,203.23	\$0.00	\$1,221.33	\$0.00	\$1,022.30	\$0.00		\$0.00
121	ROLL FOUR (4) COLOR		\$1,212.28	\$146,685.88	\$1,237.00	\$149,677.00	\$1,031.34	\$124,792.14		\$21,893.74
ROLL 121/61X300 YARDS ORDER VOLUME LESS THAN 11,000 SQUARE FEET PRE-PRINTED										
16	ROLL ONE (1) COLOR		\$1,239.42	\$19,830.72	\$1,257.51	\$20,120.16	\$1,058.48	\$16,933.68		\$2,895.04
11	ROLL TWO (2) COLOR		\$1,257.52	\$13,832.72	\$1,275.61	\$14,031.71	\$1,076.58	\$11,842.38		\$1,990.34
9	ROLL THREE (3) COLOR		\$1,302.75	\$11,724.75	\$1,320.00	\$11,880.00	\$1,094.67	\$9,852.03		\$1,872.72
	ROLL FOUR (4) COLOR		\$1,320.84	\$0.00	\$1,338.94	\$0.00	\$1,112.77	\$0.00		\$0.00
	ROLL FIVE (5) COLOR		\$1,429.40	\$0.00	\$1,447.50	\$0.00	\$1,221.33	\$0.00		\$0.00
	ROLL SIX (6) COLOR		\$1,447.50	\$0.00	\$1,465.60	\$0.00	\$1,239.42	\$0.00		\$0.00
ROLL 121/61X300 YARDS ORDER VOLUME 16,000 SQUARE FEET OR GREATER PRE-PRINTED										
	ROLL ONE (1) COLOR		\$715.08	\$0.00	\$715.08	\$0.00	\$566.77	\$0.00		\$0.00
	ROLL TWO (2) COLOR		\$730.97	\$0.00	\$730.97	\$0.00	\$577.36	\$0.00		\$0.00
	ROLL THREE (3) COLOR		\$752.16	\$0.00	\$752.16	\$0.00	\$587.95	\$0.00		\$0.00
20	ROLL FOUR (4) COLOR		\$762.75	\$15,255.00	\$762.75	\$15,255.00	\$603.84	\$12,076.80		\$3,178.20
ROLL 121/61X300 YARDS ORDER VOLUME LESS THAN 16,000 SQUARE FEET PRE-PRINTED										
10	ROLL ONE (1) COLOR		\$773.34	\$7,733.40	\$773.34	\$7,733.40	\$969.33	\$9,693.30		\$1,999.90
12	ROLL TWO (2) COLOR		\$789.23	\$9,470.76	\$789.23	\$9,470.76	\$969.33	\$11,631.96		\$2,161.20
	ROLL THREE (3) COLOR		\$810.42	\$0.00	\$810.42	\$0.00	\$969.33	\$0.00		\$0.00
19	ROLL FOUR (4) COLOR		\$821.02	\$15,599.38	\$821.02	\$15,599.38	\$969.33	\$18,417.27		\$2,817.89
ROLL 121/61X300 YARDS ORDER VOLUME LESS THAN 16,000 SQUARE FEET PRE-PRINTED										
	ROLL ONE (1) COLOR		\$2,813.58	\$0.00	\$2,813.58	\$0.00	\$2,306.95	\$0.00		\$0.00
	ROLL TWO (2) COLOR		\$2,813.58	\$0.00	\$2,813.58	\$0.00	\$2,306.95	\$0.00		\$0.00
	ROLL THREE (3) COLOR		\$2,813.58	\$0.00	\$2,813.58	\$0.00	\$2,306.95	\$0.00		\$0.00
	ROLL FOUR (4) COLOR		\$2,813.58	\$0.00	\$2,813.58	\$0.00	\$2,306.95	\$0.00		\$0.00
	ROLL FIVE (5) COLOR		\$2,813.58	\$0.00	\$2,813.58	\$0.00	\$2,306.95	\$0.00		\$0.00
	ROLL SIX (6) COLOR		\$2,813.58	\$0.00	\$2,813.58	\$0.00	\$2,306.95	\$0.00		\$0.00
ROLL 121/61X300 YARDS ORDER VOLUME LESS THAN 16,000 SQUARE FEET UN-PRINTED										
	ROLL UN-PRINTED WHITE SHEETING		\$1.25	\$0.00	\$1.25	\$0.00		\$0.00		\$0.00
	ROLL UN-PRINTED COLORED SHEETING		\$1.50	\$0.00	\$1.50	\$0.00		\$0.00		\$0.00
						\$276,444.53				



Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Annual reduction		-\$3,887.92					
Contract Term Reduction		-\$19,439.60					
Reduction %		-1.43%					
Sub Total		\$272,556.61			\$242,852.64	\$29,703.97	
Estimated annual spend	\$272,556.61		Expiring contract annual	\$242,852.64			
Estimated term spend	\$1,362,783.05		Expiring contract term	\$1,214,263.20			
Add allowance for balance of product line	\$136,278.30		Cost Increase/Savings X% or	\$148,519.85			
Recommended price limitation	\$1,499,061.35		Delta: new vs. expiring	11%			

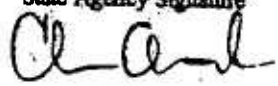
Recommended Bid Summary							
Statewide Contract or Amendment	Statewide						
Term of Contract	5.00						
Price Limitation	\$1,499,061.35						
Number of Solicitations Received	1						
Number of Sourced bidders	3						
Number of NIQP Vendors Sourced	18						
Number of non-responsive bidders	20						
P-37 Checklist Complete	Yes						
Method of Payment (P-card/ACH)	Both						
FOB Delivered	Yes						
Total Cost Increase	\$148,519.85			11%		Increase	
Special Notes: Subsequent negotiations 3M Company has been able to provide additional savings to the State of \$20,000 or 1.43% over the contract term based on equal quantities purchased. The results of a follow-up audit with Vendors, the reasons for no-bids were the inability to meet product specifications and product availability.							

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION:**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name 3M Company		1.4 Contractor Address 575 W Murray Blvd Murray, UT 84123	
1.5 Contractor Phone Number 1-651-381-2837	1.6 Account Unit and Class Various	1.7 Completion Date October 31, 2029	1.8 Price Limitation \$1,499,061.35
1.9 Contracting Officer for State Agency Gary Lunetta, Director - Procurement and Support Services		1.10 State Agency Telephone Number 1-603-271-2201	
1.11 Contractor Signature  Date: 7/31/2024		1.12 Name and Title of Contractor Signatory Thomas Robinette, Contract Manager	
1.13 State Agency Signature  Date: 9/3/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: September 18, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council ~~approve this Agreement~~, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition 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 Contractor 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) calendar days from the date of the notice, and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **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 in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **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 with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. 3M Company (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Reflective Sheeting License Plates items in accordance with the bid submission in response to State Request for Bid 2896-24 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2896-24
- EXHIBIT E Contractor's Bid Response
- EXHIBIT F Equipment Bailment Agreement

- 2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2896-24," (5) EXHIBIT E "Contractor's Bid Response", and (6) EXHIBIT F "Equipment Bailment Agreement".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on November 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through October 31, 2029, a period of approximately five (5) years.
- 3.2. The contract may be extended for up to an additional four (4) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Contractor and the State with the approval of the Governor and Executive Council.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed nine (9) years.

4. SPECIFICATIONS:

- 4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract.

5. SCOPE OF WORK:

- 5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

5.2. SECTION I - GENERAL

- 5.2.1. These specifications shall cover the materials, performance characteristics, quality, and testing of retroreflective sheeting and support services necessary to produce finished license plates.
- 5.2.2. DESCRIPTION:
- 5.2.3. The retroreflective license plate shall consist of retroreflective (hereinafter referred to as "reflective" only) sheeting laminated to a specified aluminum substrate that is then embossed and message roll coated according to the Contractor recommendations.
- 5.2.4. The reflective sheeting shall consist of lens elements enclosed within a transparent resin and shall have a pre-coated pressure sensitive adhesive backing protected by a removable liner. The pre-printed design, in the reflective sheeting, shall be buried below the sheeting surface to insure reliable long-term durability.
- 5.2.5. The reflective sheeting, when applied to the license plate substrate and blanked to finished size, shall contain at the discretion of the Director of Motor Vehicles:
- 5.2.5.1. Identifying marks for purposes of on-vehicle traceability, warranty enforcement and anti-counterfeiting in accordance with these specifications. The warranty marks shall be buried below the sheeting surface for durability and shall incorporate the manufacturer's production run number that designates the source of manufacture, year of manufacture, and specific lot from which the material was supplied. The warranty marks shall not interfere or detract from the graphic design or reduce sheeting brightness and shall be durable for the service life of the license plate.

5.2.6. Pre-printed reflective sheeting shall conform to the design, colors and sheeting type as approved by the state and Contractor. When using white background sheeting, all graphic inks shall be transparent to facilitate the same daytime/nighttime appearances.

5.2.7. QUALIFICATIONS

5.2.7.1. The Contractor shall meet the following criteria:

5.2.7.1.1. To assure high quality license plate performance, durability and service, the Contractor shall provide the State with proof of successful L/P manufacturing in other states. The Contractor shall:

5.2.7.1.2. Show evidence of successful manufacture and application of preprinted license plate sheetings, thinners, and roll coat inks as parts of a totally integrated license plate system.

5.2.7.1.3. Provide state-of-the-art, operational application equipment at no charge, as a fundamental component of a totally integrated license plate system. The Contractor shall show manufacturing experience in other states.

5.2.7.1.4. The Contractor shall provide a list of equipment and flow diagrams.

5.2.7.1.5. Provide list and qualifications of experienced, full-time graphic design, customer service, technical service and sales service personnel.

5.2.7.1.6. Provide expert equipment installation service and on-site technical service within 48 hours at no charge; provide immediate toll-free call-in technical service.

5.2.7.2. Provide next day delivery of stocked equipment parts; provide the State with detailed list.

5.2.7.2.1. Ship sheeting rolls via "bulk-pack" configuration per layer for ease of handling in the tag shop.

5.2.7.2.2. Conform to all performance requirements of this specification as specified in Section II and as tested by the State designated testing lab.

5.2.7.3. A corporate officer shall certify that all license plate sheeting's and roll coat inks purchased by the State are covered by the Contractor ISO 9001 Registration.

5.2.7.4. The Contractor shall submit technical data exhibiting characteristics of all materials proposed. Information submitted shall include detailed processing conditions for each phase of license plate manufacture. Such information shall also include times and temperatures required for curing roll coat pastes used in the production of completed license plates.

5.2.8. PERIODIC EVALUATION:

5.2.8.1. The State reserves the right to periodically evaluate the performance of materials. Samples for periodic evaluation of performance will be selected at random from materials submitted on State purchase orders. Failure of materials to comply with the requirements of this specification shall be cause for removal.

5.2.9. TECHNOLOGICAL IMPROVEMENTS

5.2.9.1. The Contractor may, with agreement of the State, incorporate technological improvements that better optimize the license plate production process and/or license plate performance. This may include any automated license plate production systems as approved by the New Hampshire Division of Motor Vehicles.

5.3. SECTION II - PERFORMANCE STANDARDS

LICENSE PLATE SHEETING

5.3.1. Substrate

5.3.1.1. The sheeting shall be laminated to properly conversion coated aluminum substrate recommended by the Contractor.

5.3.1.1.1. Diffuse Daytime Color

5.3.1.1.2. Through instrumental color testing, the diffuse daytime color of the reflective sheeting shall conform to color requirements as determined spectrophotometrically in accordance with ASTM E-1164 and E-1349, utilizing either 45/0 or 0/45 degree illumination/viewing conditions as described in E-1164 and E-1349 for retroreflective materials. Chromaticity and the Luminance Factor based on CIE tristimulus values for the 2° observer and illuminant D65 shall be calculated in accordance with ASTM E-308.

5.3.1.1.3. The color specification limits for white license plate sheeting are listed on the following chart.

COLOR SPECIFICATION

Chromaticity Coordinates			
Pairs	White Corner Points		Luminance Factor
	X	Y	Y%
1	0.303	0.287	42 min.
2	0.368	0.353	
3	0.34	0.38	
4	0.274	0.316	

5.3.2. ADHESIVE AND PROTECTIVE LINER:

- 5.3.2.1. The precoated adhesive shall form a durable bond to flat conversion coated license plate surfaces as recommended by the Contractor.
- 5.3.2.2. The protective liner attached to the adhesive shall be removable by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for four hours at 150°F (66°C) under weight of 2.5 lbs. per square inch (1.14KG per 6.45 sq. cm).

5.3.3. ROLL COATING

- 5.3.3.1. The reflective sheeting shall be roll coated and compatible with transparent and opaque colors manufactured by the Contractor.
- 5.3.3.2. The Contractor shall supply roll coat inks that meet State and Federal VOC regulations.
- 5.3.3.3. The roll coat ink shall be durable for the service life of the license plate and shall not fade, crack or peel from the surface of the license plate.
- 5.3.3.4. Inventory Control
- 5.3.3.5. To assist the license plate tag shop with inventory control problems, the Contractor shall mark the sheeting with an integral, directional image that incorporates the lot number so that the tag shop can employ first in/first out principles.

5.3.4. FINISHED LICENSE PLATES

- 5.3.4.1. Test panels shall be prepared in accordance with Section III, Para. A.
- 5.3.4.2. Retroreflective Characteristics

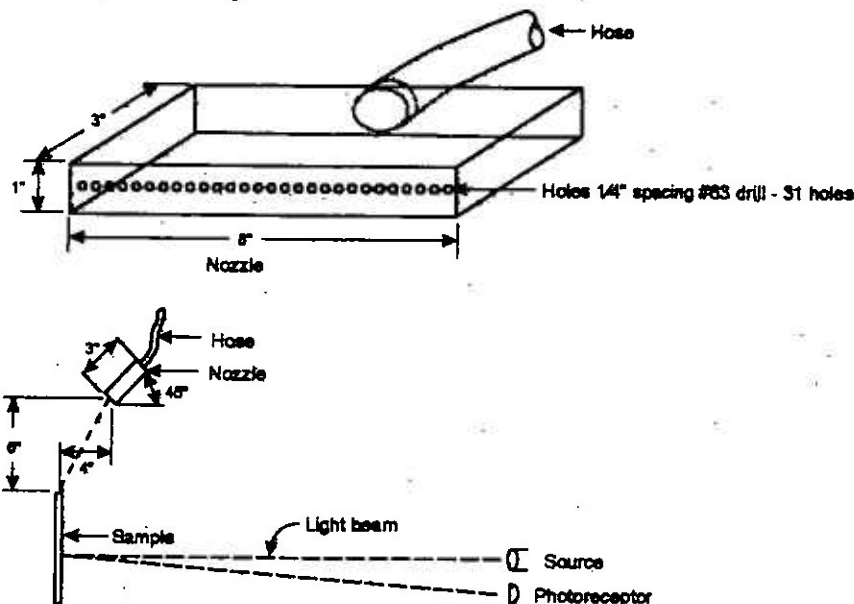
- 5.3.4.2.1. The coefficient of retroreflection for the sheeting shall be measured on flat, clean, finished license plate test panels prepared per III.A and shall have the following minimum values at 0.2° observation angle, expressed as candlepower per foot-candle per square foot (candelas per lux per square meter) of material. Measurements shall be conducted in accordance with ASTM E-810, "Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting". Measurements on reflective sheeting with a preprinted graphic design shall be taken in an unprinted sheeting area.

Color	Entrance Angle	
	-4	40
White	50	16
Yellow	25	10
Orange	25	10

Lemon-Yellow	25	10
Gold	25	10
Green	18	7
Blue	18	7
Red	9	3

5.3.5. RESISTANCE TO ACCELERATED WEATHERING.

- 5.3.5.1. The sheeting shall be weather resistant and show no appreciable discoloration, crazing, cracking, blistering, lifting or dimensional change and the surface shall continue to be essentially smooth to provide direct application of validation stickers, determined after the following accelerated weathering tests:
- 5.3.5.2. Laboratory testing – 2,000 hours in Xenon arc weatherometer using ASTM G 155 -Type BH, Method A. Samples shall maintain 70% of retroreflective table values shown in II, B. 1.
- 5.3.5.3. Outdoor accelerated testing – Samples shall be placed in a 24-month unprotected outdoor exposure, facing the equator and inclined 45 degrees from the vertical. Retroreflective measurements, taken after cleaning, shall result in 70% or more retention of the table values shown in II, B. 1.
- 5.3.5.4. Rainfall Performance
- 5.3.5.5. The Coefficient of Retroreflection of the same finished license plate test panels, measured on the same flat area of the test panels, totally wet by rain, shall not be less than 90 percent of the values specified above. The photometric performance during rainfall shall be determined as follows:
- 5.3.5.6. Test set-up for rainfall performance:



Place source and photoreceptor in horizontal plane

- 5.3.5.7. Place the test panel in an upright position 6 inches (15.2 cm) below and 4 inches (10.1 cm) in front of the nozzle as shown below:
- 5.3.5.8. Apply sufficient water pressure so that the upper surface of the spray envelope strikes the top of the panel.
- 5.3.5.9. With water falling on the panel, measure the coefficient of retroreflection. Wet performance measurements shall be conducted at 0.2° observation and -4° entrance angles in accordance with ASTM E-810.

5.3.6. DAYTIME/NIGHTTIME COLOR

- 5.3.6.1. To assist in positive daytime/nighttime identification of license plates, the color of the reflective background of the sheeting, including any pre-printed design, shall be similar in daylight and by illumination at night.

5.3.7. FLEXIBILITY – EMBOSSING

- 5.3.7.1. The sheeting shall, when correctly applied to treated aluminum, conform to the minimum/maximum tolerances for embossing and/or debossing dies as used by the manufacturing facility that supplies finished plates to the state and as recommended by the Contractor.
- 5.3.7.2. Finished, embossed license plates shall show no appreciable wrinkling, cracking, or squirming at or around embossed/debossed areas.

5.3.8. CLEANABILITY

- 5.3.8.1. Finished license plates shall be easily cleansed of normal dirt accumulation by washing with water and mild detergent. ~~A test panel shall be sprayed with water-suspended soils collected from the underside of vehicle fenders, mixed with water in the proportion of five pounds (2.27 kg) of soil to one gallon (3.78 liters) of water, and poured through a paint strainer.~~
- 5.3.8.2. The mixture shall then be sprayed onto the panel while particles are in suspension. After the panel is thoroughly dry, it shall be cleaned by washing with a mixture of water and mild detergent, rinsed with clean water and wiped dry for examination. The panel shall show no appreciable difference when compared to a new clean panel.

5.3.9. SOLVENT RESISTANCE

- 5.3.9.1. License plate panels prepared per IIIA shall be sufficiently solvent resistant to withstand exposure to mineral spirits, turpentine, toluene, xylene, and methyl alcohol without dissolving, wrinkling, puckering, blistering or edge lifting.
- 5.3.9.2. Test panels shall be 1" x 6" strips cut from license plate blanks. Strips of the license plate shall be immersed in a container with 4 inches of each solvent separately, at room temperature. Solvents and immersion time shall be as follows:
- 5.3.9.3. Mineral spirits and turpentine - immersed for 10 minutes.
- 5.3.9.4. Toluene, xylene and methyl alcohol - immersed for 1 minute.
- 5.3.9.5. At the end of the immersion time remove the samples from the containers and allow to dry before examining for any wrinkling, puckering, blistering, edge lifting or dissolving of the sheeting and adhesive. Failure of samples shall be cause for rejections.

5.3.10. GASOLINE RESISTANCE

- 5.3.10.1. Finished license plates shall be sufficiently gasoline resistant to withstand exposure to gasoline when tested as follows.
- 5.3.10.2. Test panels shall be immersed in a commercially available unleaded gasoline for a period of one minute. After removal from the gasoline the test panels will be air-dried. The test panels shall show no evidence of dulling, whitening, softening, puckering, blistering, crinkling, or dissolving of the exterior film, inks, or adhesive, or separation from the aluminum substrate.

5.4. SECTION III - TEST PANELS AND QUALITY CONFORMANCE

- 5.4.1. Finished license plate test panels 6" x 12" (15.2cm x 30.5cm) must be provided for testing and evaluation within ten (10) calendar days if required by the state, and shall be produced of the same materials, on the same equipment and by the same general processes of substrate preparation, laminating, embossing or debossing, roll coating and oven drying as the production plates, in accordance with the Contractor recommendations. Note the following test panel exceptions for II. B. (1, 6, 8, 9) testing.
- 5.4.2. Special test panels for photometric, cold weather resistance and solvent resistance testing shall be produced as above, except that they shall not be embossed (for ease of testing) and they shall not be roll coated. These test panels must be cured for a minimum of 25 minutes at 190-260°F (to simulate oven drying) and must be conditioned for at least 24 hours at 72° ± 4°F (22° ± 2°C) and 50% ± 2% R.H. prior to testing.

5.4.2.1. QUALITY CONFORMANCE

- 5.4.2.1.1. Failure of the reflective sheeting to meet any requirement specified herein shall be cause for refusal to accept materials until evidence has been provided by the manufacturer that corrective action has been taken to eliminate deficiencies.

5.5. SECTION IV - PERFORMANCE LIFE & WARRANTIES

5.5.1. PERFORMANCE LIFE

- 5.5.1.1. Reflective sheeting applied and processed into finished license plates according to the Contractor's instruction shall be considered to perform effectively for the service life specified (excluding those plates showing mechanical damage) if:
- 5.5.1.2. The plates show no fading, cracking, blistering or peeling which will significantly impair the intended visibility or legibility of the plate, and if
- 5.5.1.3. The clean rear plate retains at least 9 candlepower per foot-candle per plate (.84 candelas per lux per plate) for the length of the intended issue. (up to a period of 5 years).
- 5.5.1.4. Measurements shall be conducted at 0.2° observation angle and -4° entrance angle. Coefficient of Luminous Intensity shall be measured using the test method outlined in ASTM E-810 except that the coefficient of luminous intensity shall be determined in accordance with ASTM E-808-01 Para. 3.2.2 and ASTM E-809-02 Para. 12.3. Note: Reflective license plates with a graphic preprinted design may not meet this requirement as large graphic printed areas may affect the reflectivity levels of the finished license plates.

5.6. SECTION V - SUPPORT SERVICES

5.6.1. PLATE DESIGN SERVICE

- 5.6.1.1. Contractor, without additional cost, shall maintain full-time professional design services to assist the state in creating a license plate of high legibility, recognition and desired aesthetics. The design will become the property of the State of New Hampshire.
- 5.6.1.2. Consistency of printing and roll coat inks must be maintained throughout the contract period. The Contractor must provide for and maintain an exact color to existing and/or selected designs by the State. The Contractor shall be required to furnish sheeting based on the current license plate design/format or any approved State design. Failure to maintain colors in accordance with this section will be cause for contract cancellation.
- 5.6.1.3. Special-plate-category designs shall be provided in standard roll form so that they can be manufactured into finished plates by the same process and on the same machinery as used for the basic design(s) covered by this contract. The Contractor must be able to provide these designs in quantities as limited as one 300-ft. roll of material.
- 5.6.1.4. The state reserves the right to redesign any or all of the plates required under these specifications during any resulting contract period.

5.6.2. TECHNICAL SERVICE

- 5.6.2.1. License Plate Materials and Manufacturing Equipment
- 5.6.2.2. Contractor shall, without additional cost, provide the license plate manufacturing shop with expert technical service and product information. A list of expert technical service personnel, their qualifications and experience must be provided.
- 5.6.2.3. On-site technical service shall, without additional cost, be available within 48 hours of notification by the manufacturing shop of production difficulties.

5.6.3. EQUIPMENT

- 5.6.3.1. Contractor shall provide the necessary operational equipment for the intended contract period to laminate unprinted or pre-printed sheeting to the substrate inclusive of, but not limited to, the graphic reflective sheeting applicator including stretch control mechanism, and corresponding registry feed controls. The equipment may be used/refurbished (operational) or new.
- 5.6.3.2. Contractor shall install application and registry equipment at the License plate manufacturing location, and provide reflective sheeting for production in order to demonstrate over a period of 7 days that the equipment meets these specifications. The Contractor shall cover costs during this 7-day period. This shall include reimbursement to the State of New Hampshire for all aluminum used in this testing, compensation for any labor dedicated by New Hampshire Correctional Industries employees for this trial period and will be liable for any damage to other State of New Hampshire equipment.

OR

- 5.6.3.3. The demonstration may be accomplished by taking agency personnel to view a system currently in operation or it may require setting up a system temporarily at the agency location. All expenses shall be paid by the Contractor.
- 5.6.3.4. All required training shall be completed and equipment installed and operational within forty-five (45) days of notice of award of contract. Installation and training shall be acceptable upon consistently running the required

line(s) at representative speeds not to exceed 100 strokes per minute with a rejection rate of 2% or less. The acceptability of the blanks shall be determined by the issuing agency in conjunction with the license plate plant management.

- 5.6.3.5. The Contractor shall provide a list of available stocked parts to the license plate manufacturing shop. In event of equipment failure the Contractor shall ship stocked replacement parts by express carrier within the next day.
- 5.6.3.6. The Contractor will reimburse the cost of any waste materials, including metal and sheeting generated because of installation and testing of application and registry equipment to the state. Any salary costs generated because the Contractor requested to work during other than the normal scheduled work hours of the license plate plant employees will be borne by the Contractor.
- 5.6.3.7. Upon expiration of an existing contract, the Contractor's equipment shall be removed within thirty (30) days unless an extension of the contract has been negotiated with the sheeting Contractor.
- 5.6.3.8. The Contractor shall provide Preventative Maintenance to all equipment used in the process of applying sheeting and creating the license plates.

5.6.3.9. The Contractor shall provide emergency repair services for all equipment used in the process of applying sheeting and creating license plates. One phone number shall be supplied for contact and response time shall be within 4 hours of the initial call.

5.7. SECTION VI - PACKAGING AND SHIPPING

- 5.7.1. To ensure easy access and proper inventory control, the reflective sheeting shall be shipped in bulk packages. To prevent roll damage, each pallet of bulk packages shall be designed to prevent double stacking by the shipper. Production run sequence numbers shall be affixed to the outside of each shipping package that corresponds to the materials contained therein. Each roll shall be additionally designated by a core identifier stamped or affixed with a permanent label to the inside of each roll core. A shipping or packaging list shall be affixed to one box on a pallet identifying all production runs contained within the shipment.

5.8. SECTION VII - DELIVERY SCHEDULE

- 5.8.1. All deliveries shall be provided F.O.B. to the State of New Hampshire's designated point of delivery. The first expected delivery of reflective sheeting shall be no later than forty-five (45) days following official notification of contract award, initial order and receipt of State approved artwork. All subsequent orders shall be F.O.B. destination with expected delivery within thirty (30) days after receipt of order.

5.9. SECTION VIII - ACCOUNTABILITY

- 5.9.1. The manufacturer shall be accountable for all sheeting from the place of manufacture to the point of delivery. All over-run materials remaining in the manufacturer's possession after discontinuation of any design or the contract's cancellation, shall be destroyed and used for no other purpose.

5.10. SECTION IX - PROCESSING

- 5.10.1. The reflective sheeting processing shall be in accordance with the recommendations of the manufacturer. All processing procedures for reflective material, thinners, solvents and inks must be exact at the Contractor's expense, with equipment and procedures currently employed by the State.
- 5.10.2. Contractor shall periodically properly remove all waste, thinners, and roll coat inks. In addition, the sheeting Contractor shall remove wastes from other consumables used in the production of license plate.
- 5.10.3. The Contractor will be required to deliver, free of charge, all clear coatings, thinners and inks on an "as needed" basis. Delivery in the amounts required must be completed within fifteen (15) days after receipt of order.
- 5.10.4. The contract shall be for projected volumes, which are estimates only. The contract shall be for actual amounts ordered during the selected contract production period. Delivery schedules and quantities must be coordinated with the state's designated manufacturer.

Color Specification				
Chromaticity Coordinate				
	Color	Corner x	Points y	Luminance Factor Y%

1	White	.303 .368 .340 .274	.287 .353 .380 .316	42 Min.
2	Yellow	.498 .557 .479 ~~.438~~	.412 .442 .520 ~~.472~~	28-38
3	Orange	.505 .550 .600 .478	.354 .412 .360 .385	14-24
4	Lemon- Yellow	.455 .514 .440 .395	.455 .485 .558 .508	40-50
5	Gold	.435 .475 .420 .385	.465 .420 .370 .420	15-35
6	Green	.210 .280 .180 .080	.275 .385 .520 .310	15-25
7	Blue	.181 .270 .230 .103	.069 .220 .250 .246	11-20
8	Red	.613 .636 .558 .708	.297 .364 .352 .292	5-10

5.10.5. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed by giving a 24-hour notice between the hours of 6:30 A.M. and 2:30 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

- 5.10.6. The sheeting shall be imaged with a directional, integral warranty mark, so as to be traceable to the specific manufacturer's production run numbers from which the material originated. If at any time during the specified performance life of the reflective material provided, a one-half of one percent sample of clean, rear plates produced from a given production run (identified by the integral warranty mark) reveals that 10 percent or more of that sample are found to be defective in visual or brightness performance requirements as defined herein, the Contractor shall be responsible for replacement of all plates manufactured from that specific lot of material.
- 5.10.7. The Contractor shall be responsible for all replacement costs associated with a specific lot; a maximum liability assessment of \$5.00 per plate will be invoked for failed plates associated with a specific lot. Reimbursement of the State shall be in dollars and/or materials equal to the assessed damage, at the State's discretion.
- 5.10.8. To assure effective identification, the warranty marks shall be approximately 1.125 inches in diameter on standard 6" x 12" plates and shall be of a design mutually agreed upon by the State and Contractor. The manufacturer may vary the number, design and placement of the marks for motorcycle or smaller license plate sizes.
- ~~5.10.9. The warranty marks shall be verifiable on a license plate once properly affixed to the vehicle's designated mounting area, from an approximate head-on distance of six (6) feet;~~
- 5.10.10. Warranty marks shall not be observable at 2 feet or 20 feet or when the viewer steps to one side from the head-on viewing position so as not to compete or conflict with vital plate information.

OR

- 5.10.11. Warranty marks shall change appearance when the view steps to one side creating more than 45° angle to the plate so as not to compete or conflict with vital plate information.
- 5.10.12. The warranty marks shall be verifiable under both ambient light and retroreflected light at night, shall not interfere or conflict with the plate design or aesthetics, shall not alter sheeting colors or reduce sheeting brightness below specified levels and shall be required at the discretion of State.
- 5.10.13. All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.
- 5.10.14. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).
- 5.10.15. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.
- 5.10.16. Label, package and palletize all orders in accordance with industry standard to ensure safe handling and proper and timely delivery.
- 5.10.17. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.
- 5.10.18. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 5.10.19. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 5.10.20. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.10.21. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

- 5.10.22. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.10.23. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 5.10.24. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 5.10.25. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 5.10.26. Recalls: Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.
- ~~5.10.27. Sample products for evaluation: All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.~~
- 5.10.28. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.
- 5.10.29. Contractor shall notify the State of any holiday changes or lengthy closures in writing at least 21 calendar days prior to the holiday or closure.
- 5.10.30. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.
- 5.10.31. The Contractor shall be responsible for palletizing all products at the delivery site if a shipment is not on pallets or properly palletized at the time of delivery (i.e., if a pallet is tipped over during shipment).
- 5.10.32. The Contractor shall pick up all empty pallets on the next scheduled delivery day.

6. BACKORDERS AND SUBSTITUTIONS:

- 6.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.
- 6.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.
- 6.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

7. RETURNED GOODS:

- 7.1. The Contractor shall provide credit and/or replacement of products that are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor within 48 hours of receipt and at no cost to the State. The Contractor may elect to dispose of product rather than return items to them with no charge to the State if products are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor. The Contractor shall accept returns of non-perishable items if ordered in error by the State at a date agreed upon in writing by both parties or at the next delivery date. All items being returned shall be kept in the appropriate climate-controlled storage by the State until the agreed upon return date.
- 7.2. Non-perishable products ordered in error by the State shall be returned at a date agreed upon in writing by both parties or at the next delivery date for full credit on the next invoice. 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 Contractor.

8. ADDITIONAL REQUIREMENTS:

- 8.1. Emergency Plan: The Contractor shall have an emergency backup plan in place for any reason including but not limited to the event of a power outages, work stoppages, computer failures, shortages, or any other emergency. The Contractor's emergency plan must comply with the Department of Homeland Security guidelines as amended. Additional information is available in the following website address, as may be modified from time to time:
<http://www.ct.gov/demhs/cwp/view.asp?a=4490&q=553258&demhsNav=42956> and <http://www.fema.gov/>.
- 8.2. The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused breach under this contract and

under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of this contract, all of which shall survive any setoffs and withholdings by the State.

- 8.3. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 8.4. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

~~8.5. The Contractor or their personnel shall not represent themselves as employees or agents of the State.~~

- 8.6. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 8.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 8.8. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

9. ACCOUNT REPRESENTATIVE:

- 9.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
 - 9.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
 - 9.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
 - 9.1.3. Provide information and product offerings to bring the latest industry ideas and culinary trends to the State as applicable.
 - 9.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

10. USAGE REPORTING:

- 10.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Claudia Roy and sent electronic to Claudia.L.Roy@DAS.NH.Gov. At a minimum, the Report shall include:
 - Contract Number
 - Utilizing Agency and Eligible Participant
 - Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
 - Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - Preferred in Excel format

11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 11.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2896-24, as described herein, and under the terms of this Contract.
- 11.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

- 11.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 11.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
[https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 11.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 11.6. Successful Contractor shall not be allowed to require any other type of order, nor shall the successful Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

12. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

- 12.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

13. CONFIDENTIALITY & CRIMINAL RECORD:

- 13.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

14. CONTRACT PRICE:

14.1. The Contractor hereby agrees to provide Reflective Sheeting License Plates in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of **\$1,499,061.35**; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

15. PRICING STRUCTURE:

BASED ON THE TOTAL OF THE LESS THAN AND GREATER THAN PRICE
PER SQ FT FOR 12-1/16" X 300 YARD LICENSE PLATE SHEETING

ROLL 12-1/16" X 300 YARDS

ORDER VOLUME 36,000 SQUARE FEET OR GREATER - PRE-PRINTED

	\$ PER SQ FT.	PRICE/ROLL \$
ONE (1) COLOR	\$1.28	\$1,158.00
TWO (2) COLOR	\$1.30	\$1,176.09
THREE (3) COLOR	\$1.33	\$1,203.23
FOUR (4) COLOR	\$1.34	\$1,212.28

ORDER VOLUME LESS THAN 36,000 SQUARE FEET
PRE-PRINTED

	\$ PER SQ FT.	PRICE/ROLL \$
ONE (1) COLOR	\$1.37	\$1,239.42
TWO (2) COLOR	\$1.39	\$1,257.52
THREE (3) COLOR	\$1.44	\$1,302.75
FOUR (4) COLOR	\$1.46	\$1,320.84
FIVE (5) COLOR	\$1.58	\$1,429.40
SIX (6) COLOR	\$1.60	\$1,447.50

ROLL 12-1/16" X 250 YARDS

ORDER VOLUME 36,000 SQUARE FEET OR GREATER - PRE-PRINTED

	\$ PER SQ FT.	PRICE/ROLL \$
ONE (1) COLOR	\$1.34	\$715.08
TWO (2) COLOR	\$1.37	\$730.97
THREE (3) COLOR	\$1.39	\$752.16
FOUR (4) COLOR	\$1.41	\$762.75

ORDER VOLUME LESS THAN 36,000 SQUARE FEET - PRE-PRINTED

	\$ PER SQ. FT.	PRICE/ROLL \$
ONE (1) COLOR	\$1.44	\$773.34
TWO (2) COLOR	\$1.46	\$789.23
THREE (3) COLOR	\$1.51	\$810.42
FOUR (4) COLOR	\$1.53	\$821.02



ORDER VOLUME LESS THAN 50,000 SQUARE FEET - DR. PRINTED

	\$ PER SQ. FT.	PRICE/ROLL \$
ONE (1) COLOR	\$3.11	\$2,813.58
TWO (2) COLOR	\$3.11	\$2,813.58
THREE (3) COLOR	\$3.11	\$2,813.58
FOUR (4) COLOR	\$3.11	\$2,813.58
FIVE (5) COLOR	\$3.11	\$2,813.58
SIX (6) COLOR	\$3.11	\$2,813.58



ORDER VOLUME LESS THAN 35,000 SQUARE FEET - UN-PRINTED SHEETING

	\$ PER SQ. FT.	PRICE/ROLL \$
UN-PRINTED WHITE SHEETING		\$ 1.25
UN-PRINTED COLORED SHEETING		\$ 1.50

STATE OF NEW HAMPSHIRE LICENSE PLATE GRAPHICS
OLD MAN OF THE MOUNTAIN - RIGHT - 6 CHARACTERS
OLD MAN OF THE MOUNTAIN - RIGHT - 7 CHARACTERS
OLD STYLE PASSENGER GRAPHIC
MOOSE GRAPHIC
VETERAN GRAPHIC
PURPLE HEART GRAPHIC
PLAIN WHITE MOTORCYCLE SHEETING

16. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

16.1. The items in the Offer Section 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 that relate to the product/categories represented herein from the successful Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

17. INVOICE:

17.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

17.1.1. State of NH purchase order (PO) number if applicable

17.1.2. State of NH contract number

17.1.3. State of NH ordering agency information

17.1.3.1. Name and contact information of ordering individual

17.1.3.2. Name of ordering state agency / department

17.1.3.3. Address of ordering state agency / department

17.1.3.4. Name and contact information of ordering state agency accounts payable office

17.1.4. Date of purchase

17.1.5. Date of delivery

17.1.6. Vendor order number

17.1.7. Vendor account representative name and contact information

17.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment

17.1.9. Items backordered and their delivery date

17.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

18. PAYMENT:

18.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments:
<https://www.nh.gov/treasury>.

EXHIBIT D - RFB 2896-24

- RFB #2896-24 is incorporated here within.

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 3M COMPANY is a Delaware Profit Corporation registered to do business in New Hampshire as 3M COMPANY INC. on January 07, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2528

Certificate Number: 0006725702



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

3M Company Government Contracts Power of Attorney

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

Except as provided below, authority is granted to submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, certifications, representations and warranties, and documents related thereto for Government Contracts; however, this authority does not include (a) research and development services²; (b) executing country of origin certifications⁵; or (c) any other authority that is not expressly granted in this document. 3M executives (President, General Manager, etc.)¹, have authority to sign on behalf of their respective Business Unit/staff function, through 3M's Vice President of Government Contract Compliance sub delegation authority. Authority for the individuals below is limited to the specific Business Unit or staff function indicated and such authority may not be subdelegated.

<u>3M Healthcare US Opco LLC</u> Dickson, Diana Hong-Larsen, Sally Husnick, Nick Lovejoy, Matt McCloskey, Molly McDonald, Michael <u>3M Unitek Corporation</u> McCloskey, Molly <u>Advanced Materials Division</u> Davis, Scott Hanson, Scott Jensen, Avery Lockhart, Bruce Marshall, Peter (Technical Ceramics only) Morin, Eric Uttley, Elizabeth Ward, Charles <u>Aearo Technologies LLC,</u> Hinko, David <u>Automotive and Aerospace Solutions Division</u> <i>see Government Marketing-Sales</i>	<u>Commercial Branding & Transportation Division</u> Batchelor, Brent⁷ Do, Thanh-Huong⁴ Macklin, John⁷ Paraschou, Maria Poss, Steven Schray, Katrina⁶ Seputis, Julie⁴ Trac, Phu⁴ <u>Electrical Markets Division</u> Blair, Jeremiah Irwin, Mike <u>Electronics Materials Solutions Division</u> Anderson, Kevin <u>Global Occupational Medicine</u> Lenick, Karyn <u>Government R&D Contracts Department²</u> Kays, Steven³ Martinez, Rita Hong-Larsen, Sally	<u>3M Health Information Systems</u> Aiello, Kimberlee Carr, Megan Garrison, Garri Hong-Larsen, Sally Mathison, John Peddicord, Kyle Stanley, Michael Weidall, Quinn <u>Industrial Adhesives & Tapes Division</u> <i>see Government Marketing-Sales (FSS Contracts Only)</i> <u>Industrial Mineral Products Division</u> Erickson, Scott <u>Medical Solutions Division</u> McDonald, Michael Dickson, Diana Husnick, Nick <u>Oral Care Solutions Division</u> Lovejoy, Matt McCloskey, Molly <u>Personal Safety Division</u> <i>see Government Marketing-Sales</i> <u>Separation & Purification</u> Towne, Richard <u>Stationery & Office Supplies Division</u> <i>see Government Marketing-Sales (FSS Contracts Only)</i>
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Authority Applies to any Business Unit or Staff Function**Global Channel Services**

Constantine, Lauri

U.S. Pacific Branches

Mathers, Stephanie

Kawasaki, Heidi

Government Marketing-Sales

Audette-Williams, Michelle

Borja, Ralph

Hang, Yee

Williams, Tabatha

Government Contract Compliance

Bordas, Rich

Horwitz, Charles

Robinette, Thomas

Authority to Make Country of Origin Certifications⁵**Trade Compliance Department**Bottoms, Paul⁵ Goebel, Kathleen⁵ Jansen, Lindsay⁵ O'Rourke, Elizabeth⁵ Radtke Nord, Jodi⁵ Schmitz, Jamie⁵

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

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

DocuSigned by:
By: Charles Horwitz
9952E2154E4B4B7...

Charles Horwitz
Vice President, Government Contract Compliance
3M Company

Date 7/22/2024

¹3M executives may assign attorney-in-fact authority to their respective business personnel, upon successful completion of Government Contract Compliance Power of Attorney training.

²Authority is delegated by 3M's Executive VP R&D and Chief Technology Officer, to the Senior Vice President, Research and Development, for their respective 3M Business Groups, and to certain specified employees in Government Research & Development Contracts, to execute proposals, contracts, subcontracts, and modifications (including certifications, representations, and warranties to comply with certain laws and regulations) for government R&D services.

³Authority includes AFRL TIA and Phase 2 activities for N95 lines for contract modifications.

⁴Authority expressly limited to executing Certificates of Conformance.

⁵Authority limited to include only Country of Origin Certifications.

⁶Authority limited to include only Vouchers and Invoices.

⁷Authority limited to include only Premium Warranties



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/25/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT WTW Certificate Center PHONE (A/C No. Ext) 1-877-945-7378 FAX (A/C No.) 1-888-467-2378 E-MAIL ADDRESS: certificates@wtw.com
INSURED 3M Company Insurance Department 3M Center, 223-2W-32 St. Paul, MN 55144	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24147

COVERAGES

CERTIFICATE NUMBER: W33986483

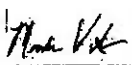
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MPX 317359	03/01/2023	03/01/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MPX 317357	03/01/2023	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	MRC309963-24	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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3M Commercial Branding &
Transportation Division
3M Center, Bldg, 223-3S-33
St. Paul, MN 55144-1000
Phone: 651 733 1110

May 16, 2024

Ms. Claudia Roy
New Hampshire Department of Administrative Services
~~Division of Procurement and Support Services~~
25 Capitol Street
Concord, NH 03301
Claudia.I.Roy@DAS.NH.Gov

Dear Ms. Roy,

3M Company is pleased to respond to the State of New Hampshire's Bid Invitation for Contract No. 2896-24 for Reflective Sheeting License Plates.

To meet the requirements of this Bid, 3M provides pricing for 3M's Matched Component System (MCS) products for Vehicle Registration, which includes 3M™ 4770 Pre-Clear Reflective License Plate Sheeting, which includes at no additional charge, roll coat inks and thinners, professional graphic design service team, technical service, and the required equipment under the terms of an Equipment Bailment Agreement.

3M has supported the State of New Hampshire's license plate production for the past 40 years and understands the State's challenges and requirements to produce license plates. We believe our commitment to extraordinary service and innovative products form a comprehensive solution that will continue to successfully provide the New Hampshire Division of Motor vehicles with highly reflective, durable, and high-quality license plates for many more years to come.

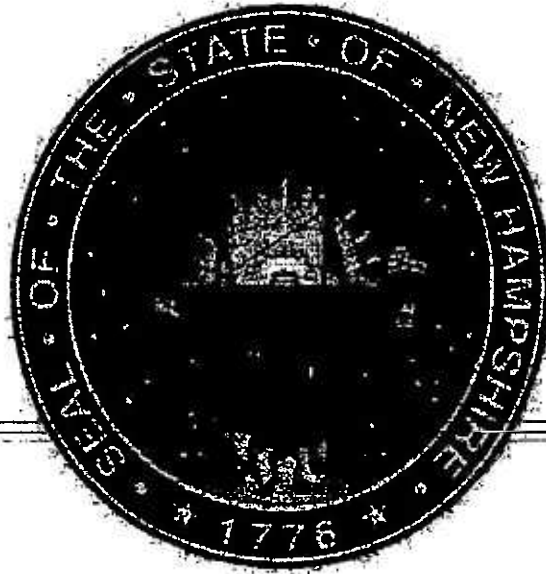
3M team looks forward to continuing to serve the State of New Hampshire in a new contract term.

All prices will remain valid for a period of 180 days from the bid due date.

Sincerely,

Maria Paraschou

Maria Paraschou
Sr. Proposal & Contract Manager
3M Commercial Branding & Transportation Division



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES**

**REQUEST FOR BID FOR REFLECTIVE SHEETING LICENSE PLATES
2896-24**

DUE DATE: 5/16/2024 9:00:00 AM (EASTERN TIME)

1. **PURPOSE:**

- 1.1. The purpose of this bid invitation is to establish a contract for supply and delivery of Reflective Shooting License Plates to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

2. **INSTRUCTIONS TO VENDOR:**

- 2.1. 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, and sign the bid transmittal letter.

3. **BID SUBMITTAL:**

- 3.1. 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 paragraph 7 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. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

- 3.2. ~~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.~~

4. **BID INQUIRIES:**

- 4.1. Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date 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.
- 4.2. Questions shall be submitted by email to Claudia Roy at Claudia.L.Roy@DAS.NH.Gov.
- 4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. **BID DUE DATE:**

- 5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.
- 5.2. All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

6. **ADDENDA:**

- 6.1. 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, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

7. **TIMELINE:**

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

Bid Solicitation distributed on or by:	4/30/2024
Last day for questions, clarifications, and/or requested changes to bid:	5/9/2024 9:00 AM
Bid Closing (Eastern Time):	5/16/2024 9:00:00 AM

8. **TERMS OF SUBMISSION:**

- 8.1. All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.
- 8.2. 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.
- 8.3. 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.

- 8.4. 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.
- 8.5. The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.
- 8.6. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.
- 8.7. Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.
9. **CONTRACT TERM:**
- 9.1. The term of the contract shall commence November 1, 2024, or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of ~~approximately five (5) years.~~
- 9.2. The contract may be extended for up to an additional four (4) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.
10. **CONTRACT AWARD:**
- 10.1. The award shall be made to the Vendor meeting the criteria established in this RFB. THE AWARD WILL BE BASED ON THE TOTAL OF THE LESS THAN AND GREATER THAN PRICE PER SQ FT FOR 12-1/16" X 300 YARD LICENSE PLATE SHEETING providing the lowest cost in total. 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.
- 10.2. 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.
11. **NOTIFICATION AND AWARD OF CONTRACT(S):**
- 11.1. Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).
- 11.2. Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.
- 11.3. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.
12. **LIABILITY:**
- 12.1. The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.
13. **PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**
- 13.1. Generally, the full contents of any 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 proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.
- 13.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. 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:
- 13.3. 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. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor

honored by the State. 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.

- 13.4. 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.
- 13.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will 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 be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 13.6. By submitting a proposal, Bidders acknowledge and agree that:
 - 13.6.1. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP.
 - 13.6.2. The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
 - 13.6.3. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

14. TERMINATION:

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

15. VENDOR CERTIFICATIONS:

- 15.1. All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire. 3M Company is registered with the State: 3M NH Business ID: 2528
- 15.2. STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor must 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>). Please refer to the Attachments Section of this Bid.
- 15.3. NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire AND in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>. 3M Company is registered to conduct business and is in good standing.
- 15.4. CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- 15.5. CERTIFICATE OF INSURANCE: Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death, or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A. Please refer to the Attachments Section of this bid for proof of insurance.

16. BID PRICES:

- 16.1. Bid prices shall remain firm for the entire contract period and 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. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
- 16.2. 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".
- 16.3. Price decreases shall become effective immediately as they become effective to the general trade.
- 16.4. Updated Published Price List MUST be e-mailed to Claudia.I.Roy@DAS.NH.Gov.

17. AUDITS AND ACCOUNTING:

- 17.1. 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.
- 17.2. 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.

18. ACCOUNT REPRESENTATIVE:

- 18.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

~~18.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.~~

18.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

18.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

18.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

19. USAGE REPORTING:

- 19.1. The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Claudia Roy at The Bureau of Procurement & Support Services and sent electronic to Claudia.I.Roy@DAS.NH.Gov. At a minimum, the Report shall include:

19.1.1. Contract Number

19.1.2. Utilizing Agency and Eligible Participant

19.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

19.1.4. Third-party sustainability certifications, environmental attributes, and documentation with respect to recycled content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

19.1.4.1. Percentage of recycled materials contained within finished products

19.1.4.2. Percentage of waste recycled throughout the manufacturing process

19.1.4.3. Types and volume of packaging used for transport

19.1.4.4. Any associated material avoided and/or recycled as applicable under contract

19.1.4.5. A standardized reporting form will be provided after contract award

19.1.4.6. Green Certifications for each product sold

19.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

19.1.6. In Excel format

20. ESTABLISHMENT OF ACCOUNTS:

- 20.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. 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 this bid invitation, as if an account already exists for the agency.

21. ELIGIBLE PARTICIPANTS: This Section is inapplicable since 3M will be providing customized work under this Agreement that cannot be offered to other governmental units pursuant to the terms of this Agreement.

- 21.1. 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.

22. PAYMENT:

- 22.1. Payments shall be made via ACH or Procurement Card (P-card = 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 the successful Vendor.

23. INVOICING:

- 23.1. Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.
- 23.2. The Vendor shall track manufacturer discounts and/or rebates offered and provide a credit on the State's next invoice. The Vendor shall submit reports quarterly to Claudia Roy at Claudia.L.Roy@DAS.NH.Gov at the Bureau of Purchase and Property detailing manufacturer discounts and/or rebates paid out to the State.

24. TERMS OF PAYMENT:

- 24.1. Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

25. VENDOR RESPONSIBILITY:

- 25.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract. All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda. The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked. It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.
- 25.2. In preparation of a bid response, the prospective Vendor shall:
- 25.2.1. Provide pricing information as indicated in the "Offer" section; and
- 25.2.2. Provide all other information required for the bid response (if applicable); and
- 25.2.3. Complete the "Vendor Contact Information" section; and
- 25.2.4. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.
- 25.3. It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

26. IF AWARDED A CONTRACT:

- 26.1. The successful Vendor shall complete the following sections if awarded a contract of the Agreement State of New Hampshire Form #P-37 see Appendix A (sample):
- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)
- 26.1.1. Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- 26.1.2. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- 26.1.3. If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

27. SPECIFICATION COMPLIANCE:

- 27.1. 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.
- 27.2. Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/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.
- 27.3. The manufacturers and/or product numbers indicated are the only ones that are acceptable under this section.

28. SPECIFICATIONS:

- 28.1. Complete specifications required are detailed in the **SCOPE OF WORK** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

29. SCOPE OF WORK:

- 29.1. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).
- 29.2. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.
- 29.3. Label, package and palletize all orders in accordance with industry standard to ensure safe handling and proper and timely delivery.

29.4. **SECTION I - GENERAL**

- 29.4.1. These specifications shall cover the materials, performance characteristics, quality, and testing of retroreflective sheeting and support services necessary to produce finished license plates.

29.4.2. DESCRIPTION:

- 29.4.3. The retroreflective license plate shall consist of retroreflective (hereinafter referred to as "reflective" only) sheeting laminated to a specified aluminum substrate that is then embossed and message roll coated according to the sheeting manufacturer's recommendations.
- 29.4.4. The reflective sheeting shall consist of lens elements enclosed within a transparent resin and shall have a pre-coated pressure sensitive adhesive backing protected by a removable liner. The pre-printed design, in the reflective sheeting, shall be buried below the sheeting surface to insure reliable long-term durability.
- 29.4.5. The reflective sheeting, when applied to the license plate substrate and blanked to finished size, shall contain at the discretion of the Director of Motor Vehicles:
- 29.4.5.1. Identifying marks for purposes of on-vehicle traceability, warranty enforcement and anti-counterfeiting in accordance with these specifications. The warranty marks shall be buried below the sheeting surface for durability and shall incorporate the manufacturer's production run number that designates the source of manufacture, year of manufacture, and specific lot from which the material was supplied. The warranty marks shall not interfere or detract from the graphic design or reduce sheeting brightness and shall be durable for the service life of the license plate.
- 29.4.5.2. Prospective bidders shall demonstrate their capability to provide these security devices. Please see product bulletin entitled, 3M™ Preclear License Plate Sheeting Series 4770, in the Attachments Section.
- 29.4.6. Pre-printed reflective sheeting shall conform to the design, colors and sheeting type as approved by the state and reflective sheeting manufacturer. When using white background sheeting, all graphic inks shall be transparent to facilitate the same daytime/nighttime appearances.
- 29.5. In addition to a square foot price for pre-printed reflective sheeting, each bidder shall include pricing of unprinted white reflective sheeting (annual and multi-year) and any colored sheeting offered. The specifications contained herein shall apply to all standard size plate classifications and are inclusive of all special category plates issued by the State wherein reflective material is requested.
- 29.6. **QUALIFICATIONS**
- 29.6.1. Before any bid is considered, the bidder shall meet the following criteria:
- 29.6.1.1. To assure high quality license plate performance, durability and service, the successful sheeting supplier shall provide the State with proof of successful L/P manufacturing in other states. The successful bidder shall:
- 29.6.1.2. Show evidence of successful manufacture and application of preprinted license plate sheetings, thinners, and roll coat inks as parts of a totally integrated license plate system. Please refer to the Attachments Section of this Bid for a list of other states that 3M successfully manufactures license plates.
- 29.6.1.3. Provide state-of-the-art, operational application equipment at no charge, as a fundamental component of a totally integrated license plate system. The successful bidder shall show manufacturing experience in other states. Please refer to the Attachment Section of this Bid for a list of states that 3M successfully manufactures license plates.
- 29.6.1.4. The sheeting supplier shall provide a list of equipment and flow diagrams. Please refer to the Attachments Section.
- 29.6.1.5. Provide list and qualifications of experienced, full-time graphic design, customer service, technical service and sales service personnel. Please refer to the Attachments Section of this Bid for a list of personnel.
- 29.6.1.6. Provide expert equipment installation service and on-site technical service within 48 hours at no charge; provide immediate toll-free call-in technical service. 3M will comply with this requirement. Please refer to the technical support table in the Attachment
- 29.6.1.7. Provide next day delivery of stocked equipment parts; provide the State with detailed list. 3M will comply with this requirement. Please refer to the parts list in the Attachments Section of this
- 29.6.1.8. Ship sheeting rolls via "bulk-pack" configuration per layer for ease of handling in the tag shop. 3M will comply with this requirement.
- 29.6.1.9. Conform to all performance requirements of this specification as specified in Section II and as tested by the State designated testing lab. 3M will comply with this requirement.

- 29.6.2. The bidder will provide all necessary samples for the agency or their designated testing facility to certify the material compliance with these specifications. At the request of the agency, the bidder may also be required to compensate the agency or their testing agents for the cost of any material testing.
- 29.6.3. A corporate officer shall certify that all license plate sheetings and roll coat inks purchased by the State are covered by the sheeting manufacturer ISO 9001 Registration.
- 29.6.4. The bidder shall submit technical data exhibiting characteristics of all materials proposed. Information submitted shall include detailed processing conditions for each phase of license plate manufacture. Such information shall also include times and temperatures required for curing roll coat pastes used in the production of completed license plates. Please refer to the Attachments Section of this Bid for Product Bulletins and Manufacturing Procedures.
- 29.6.5. Bidders failing to conform to any of these qualification requirements may be disqualified.

29.7. PERIODIC EVALUATION:

- 29.7.1. The State reserves the right to periodically evaluate the performance of materials. Samples for periodic evaluation of performance will be selected at random from materials submitted on State purchase orders. Failure of materials to comply with the requirements of this specification shall be cause for removal.

29.8. TECHNOLOGICAL IMPROVEMENTS

- 29.8.1. The existing sheeting supplier may, with agreement of the State, incorporate technological improvements that better optimize the license plate production process and/or license plate performance. This may include any automated license plate production systems as approved by the New Hampshire Division of Motor Vehicles.

29.9. SECTION II - PERFORMANCE STANDARDS The 3M™ Reflective License Plate Sheeting Series 4770 has been tested by an independent third-party laboratory and meets the performance requirements as specified in this section.

29.9.1. LICENSE PLATE SHEETING

29.9.1.1. Substrate

- 29.9.1.1.1. The sheeting shall be laminated to properly conversion coated aluminum substrate recommended by the sheeting manufacturer.

29.9.1.2. Diffuse Daytime Color

- 29.9.1.2.1. Through instrumental color testing, the diffuse daytime color of the reflective sheeting shall conform to color requirements as determined spectrophotometrically in accordance with ASTM E-1164 and E-1349, utilizing either 45/0 or 0/45 degree illumination/viewing conditions as described in E-1164 and E-1349 for retroreflective materials. Chromaticity and the Luminance Factor based on CIE tristimulus values for the 2° observer and illuminant D65 shall be calculated in accordance with ASTM E-308.

- 29.9.1.2.2. The color specification limits for white license plate sheeting are listed on the following chart.

COLOR SPECIFICATION			
Chromaticity Coordinates			
Pairs	White Corner Points		Luminance Factor
	X	Y	Y%
1	0.303	0.287	42 min.
2	0.368	0.353	
3	0.34	0.38	
4	0.274	0.316	

29.9.2. Adhesive and Protective Liner:

- 29.9.2.1. The precoated adhesive shall form a durable bond to flat conversion coated license plate surfaces as recommended by the reflective sheeting manufacturer.
- 29.9.2.2. The protective liner attached to the adhesive shall be removable by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for four hours at 150°F (66°C) under weight of 2.5 lbs. per square inch (1.14KG per 6.45 sq. cm).

29.9.3. Roll Coating

- 29.9.3.1. The reflective sheeting shall be roll coated and compatible with transparent and opaque colors manufactured by the sheeting manufacturer.
- 29.9.3.2. The sheeting supplier shall supply roll coat inks that meet State and Federal VOC regulations.

29.9.3.3. The roll coat ink shall be durable for the service life of the license plate and shall not fade, crack or peel from the surface of the license plate.

29.9.4. Inventory Control

29.9.4.1. To assist the license plate tag shop with inventory control problems, the sheeting supplier shall mark the sheeting with an integral, directional image that incorporates the lot number so that the tag shop can employ first in/first out principles.

29.9.5. FINISHED LICENSE PLATES

29.9.5.1. Test panels shall be prepared in accordance with Section III, Para. A.

29.9.5.2. Retroreflective Characteristics

29.9.5.2.1. The coefficient of retroreflection for the sheeting shall be measured on flat, clean, finished license plate test panels prepared per III.A and shall have the following minimum values at 0.2° observation angle, expressed as candlepower per foot-candle per square foot (candelas per lux per square meter) of material. Measurements shall be conducted in accordance with ASTM E-810, "Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting". Measurements on reflective sheeting with a preprinted graphic design shall be taken in an unprinted sheeting area.

Color	Entrance Angle	
	-4	40
White	50	16
Yellow	25	10
Orange	25	10
Lemon-Yellow	25	10
Gold	25	10
Green	18	7
Blue	18	7
Red	9	3

29.9.6. Resistance to Accelerated Weathering

29.9.6.1. The sheeting shall be weather resistant and show no appreciable discoloration, crazing, cracking, blistering, lifting or dimensional change and the surface shall continue to be essentially smooth to provide direct application of validation stickers, determined after the following accelerated weathering tests:

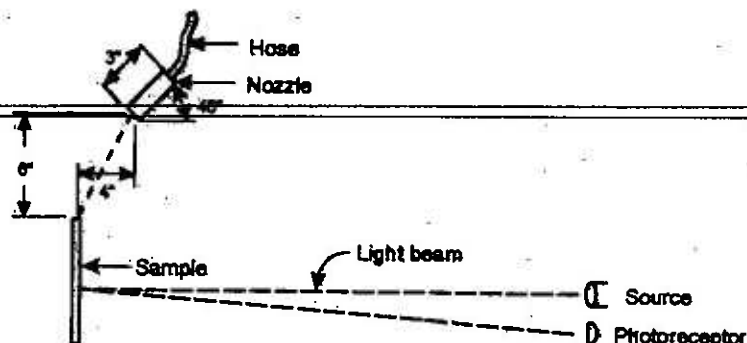
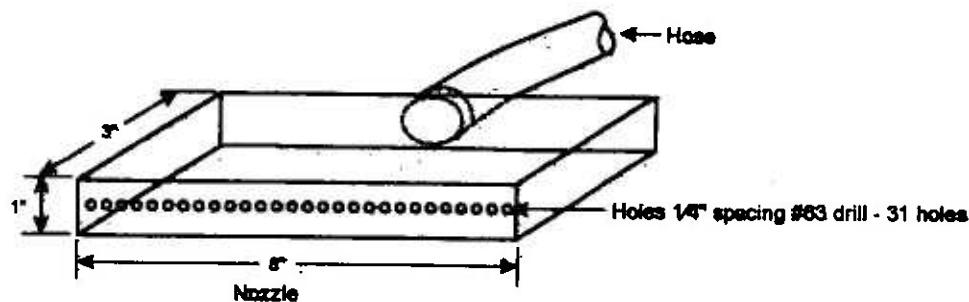
29.9.6.2. Laboratory testing – 2,000 hours in Xenon arc weatherometer using ASTM G 155 -Type BH, Method A. Samples shall maintain 70% of retroreflective table values shown in II, B. 1.

29.9.6.3. Outdoor accelerated testing – Samples shall be placed in a 24-month unprotected outdoor exposure, facing the equator and inclined 45 degrees from the vertical. Retroreflective measurements, taken after cleaning, shall result in 70% or more retention of the table values shown in II, B. 1.

29.9.7. Rainfall Performance

29.9.7.1. The Coefficient of Retroreflection of the same finished license plate test panels, measured on the same flat area of the test panels, totally wet by rain, shall not be less than 90 percent of the values specified above. The photometric performance during rainfall shall be determined as follows:

29.9.7.1.1. Test set-up for rainfall performance:



Place source and photoreceptor in horizontal plane

- 29.9.7.2. Place the test panel in an upright position 6 inches (15.2 cm) below and 4 inches (10.1 cm) in front of the nozzle as shown below:
- 29.9.7.3. Apply sufficient water pressure so that the upper surface of the spray envelope strikes the top of the panel.
- 29.9.7.4. With water falling on the panel, measure the coefficient of retroreflection. Wet performance measurements shall be conducted at 0.2° observation and -4° entrance angles in accordance with ASTM E-810.

29.9.8. Daytime/Nighttime Color

- 29.9.8.1. To assist in positive daytime/nighttime identification of license plates, the color of the reflective background of the sheeting, including any pre-printed design, shall be similar in daylight and by illumination at night.

29.9.9. Flexibility – Embossing

- 29.9.9.1. The sheeting shall, when correctly applied to treated aluminum, conform to the minimum/maximum tolerances for embossing and/or debossing dies as used by the manufacturing facility that supplies finished plates to the state and as recommended by the sheeting manufacturer.
- 29.9.9.2. Finished, embossed license plates shall show no appreciable wrinkling, cracking, or squirming at or around embossed/debossed areas.

29.9.10. Cleanability

- 29.9.10.1. Finished license plates, manufactured in accordance with the recommendations of the reflective sheeting manufacturer, shall be easily cleansed of normal dirt accumulation by washing with water and mild detergent. A test panel shall be sprayed with water-suspended soils collected from the underside of vehicle fenders, mixed with water in the proportion of five pounds (2.27 kg) of soil to one gallon (3.78 liters) of water, and poured through a paint strainer.
- 29.9.10.2. The mixture shall then be sprayed onto the panel while particles are in suspension. After the panel is thoroughly dry, it shall be cleaned by washing with a mixture of water and mild detergent, rinsed with clean water and wiped dry for examination. The panel shall show no appreciable difference when compared to a new clean panel.

29.9.11. Solvent Resistance

- 29.9.11.1. License plate panels prepared per IIIA shall be sufficiently solvent resistant to withstand exposure to mineral spirits, turpentine, toluene, xylene, and methyl alcohol without dissolving, wrinkling, puckering, blistering or edge lifting.
- 29.9.11.2. Test panels shall be 1" x 6" strips cut from license plate blanks. Strips of the license plate shall be immersed in a container with 4 inches of each solvent separately, at room temperature. Solvents and immersion time shall be as follows:
- 29.9.11.2.1. Mineral spirits and turpentine - immersed for 10 minutes.
- 29.9.11.2.2. Toluene, xylene and methyl alcohol - immersed for 1 minute.
- 29.9.11.3. At the end of the immersion time remove the samples from the containers and allow to dry before examining for any wrinkling, puckering, blistering, edge lifting or dissolving of the sheeting and adhesive. Failure of samples shall be cause for rejections.

29.9.12. Gasoline Resistance

29.9.12.1. Finished license plates shall be sufficiently gasoline resistant to withstand exposure to gasoline when tested as follows:

- 29.9.12.2. Test panels shall be immersed in a commercially available unleaded gasoline for a period of one minute. After removal from the gasoline the test panels will be air-dried. The test panels shall show no evidence of dulling, whitening, softening, puckering, blistering, crinkling, or dissolving of the exterior film, inks, or adhesive, or separation from the aluminum substrate.

29.10. SECTION III - TEST PANELS AND QUALITY CONFORMANCE

- 29.10.1. Finished license plate test panels 6" x 12" (15.2cm x 30.5cm) must be provided for testing and evaluation within ten (10) calendar days if required by the state, and shall be produced of the same materials, on the same equipment and by the same general processes of substrate preparation, laminating, embossing or debossing, roll coating and oven drying as the production plates, in accordance with the sheeting manufacturer's recommendations. Note the following test panel exceptions for II. B. (1, 6, 8, 9) testing.
- 29.10.2. Special test panels for photometric, cold weather resistance and solvent resistance testing shall be produced as above, except that they shall not be embossed (for ease of testing) and they shall not be roll coated. These test panels must be cured for a minimum of 25 minutes at 190-260°F (to simulate oven drying) and must be conditioned for at least 24 hours at 72° ± 4°F (22° ± 2°C) and 50% ± 2% R.H. prior to testing.

29.10.3. QUALITY CONFORMANCE

- 29.10.3.1. Failure of the reflective sheeting to meet any requirement specified herein shall be cause for refusal to accept materials until evidence has been provided by the manufacturer that corrective action has been taken to eliminate deficiencies.

29.11. SECTION IV - PERFORMANCE LIFE & WARRANTIES

29.11.1. PERFORMANCE LIFE

- 29.11.1.1. Reflective sheeting applied and processed into finished license plates according to the sheeting manufacturer's instruction shall be considered to perform effectively for the service life specified (excluding those plates showing mechanical damage) if:
- 29.11.1.1.1. The plates show no fading, cracking, blistering or peeling which will significantly impair the intended visibility or legibility of the plate, and if
- 29.11.1.1.2. The clean rear plate retains at least 9 candlepower per foot-candle per plate (.84 candelas per lux per plate) for the length of the intended issue being bid. (up to a period of 5 years). 1
- 29.11.2. Measurements shall be conducted at 0.2° observation angle and -4° entrance angle. Coefficient of Luminous Intensity shall be measured using the test method outlined in ASTM E-810 except that the coefficient of luminous intensity shall be determined in accordance with ASTM E-808-01 Para. 3.2.2 and ASTM E-809-02 Para. 12.3. Note: Reflective license plates with a graphic preprinted design may not meet this requirement as large graphic printed areas may affect the reflectivity levels of the finished license plates.

29.12. SECTION V - SUPPORT SERVICES

29.12.1. PLATE DESIGN SERVICE

- 29.12.1.1. The reflective sheeting supplier shall, without additional cost, maintain a full-time professional design service to assist the state in creating a license plate of high legibility, recognition and desired aesthetics. The design will become the property of the State of New Hampshire.

All artwork for graphic license plate designs that the State gives the Contractor in fulfillment of this Contract shall be the property of the State. Internal artwork files developed by the Contractor to prepare the State graphic design for sheeting production e.g. color changes, formatting, remains the property of the Contractor.

- 29.12.1.2. Consistency of printing and roll coat inks must be maintained throughout the contract period. The supplier must provide for and maintain an exact color to existing and/or selected designs by the State. The sheeting

- supplier shall be required to furnish sheeting based on the current license plate design/format or any approved State design. Failure to maintain colors in accordance with this section will be cause for contract cancellation.
- 29.12.1.3. Special-plate-category designs shall be provided in standard roll form so that they can be manufactured into finished plates by the same process and on the same machinery as used for the basic design(s) covered by this contract. The successful bidder must be able to provide these designs in quantities as limited as one 300-ft. roll of material.
- 29.12.1.4. The state reserves the right to redesign any or all of the plates required under these specifications during any resulting contract period.

29.12.2. TECHNICAL SERVICE

29.12.2.1. License Plate Materials and Manufacturing Equipment

- 29.12.2.1.1. The reflective sheeting supplier shall, without additional cost, provide the license plate manufacturing shop with expert technical service and product information. A list of expert technical service personnel, their qualifications and experience must be provided.

Please refer to the Attachments Section of this Bid for a list of expert personnel.

29.12.2.1.2. On-site technical service shall, without additional cost, be available within 48 hours of notification by the manufacturing shop of production difficulties.

Please refer to 3M's Technical Support Table in Attachments Section of this Bid.

29.12.3. EQUIPMENT

- 29.12.3.1. The reflective sheeting supplier shall provide the necessary operational equipment for the intended contract period to laminate unprinted or pre-printed sheeting to the substrate inclusive of, but not limited to, the graphic reflective sheeting applicator including stretch control mechanism; and corresponding registry feed controls. The equipment may be used/refurbished (operational) or new.
- 3M will provide the State with the necessary equipment under the terms of an Equipment Bailment Agreement.
- 29.12.3.2. Successful supplier shall install application and registry equipment at the License plate manufacturing location, and provide reflective sheeting for production in order to demonstrate over a period of 7 days that the equipment meets these specifications. The sheeting supplier shall cover costs during this 7-day period. This shall include reimbursement to the State of New Hampshire for all aluminum used in this testing, compensation for any labor dedicated by New Hampshire Correctional Industries employees for this trial period and will be liable for any damage to other State of New Hampshire equipment.
- OR
- 29.12.3.3. The demonstration may be accomplished by taking agency personnel to view a system currently in operation or it may require setting up a system temporarily at the agency location. All expenses shall be paid by the vendor.
- 29.12.3.4. All required training shall be completed and equipment installed and operational within forty-five (45) days of notice of award of contract. Installation and training shall be acceptable upon consistently running the required line(s) at representative speeds not to exceed 100 strokes per minute with a rejection rate of 2% or less. The acceptability of the blanks shall be determined by the issuing agency in conjunction with the license plate plant management.
- 29.12.3.5. The sheeting supplier shall provide a list of available stocked parts to the license plate manufacturing shop. In event of equipment failure the sheeting supplier shall ship stocked replacement parts by express carrier within the next day. Please refer to the Attachment Section of this Bid for a list of stocked parts.
- 29.12.3.6. The successful sheeting supplier will reimburse the cost of any waste materials, including metal and sheeting generated because of installation and testing of application and registry equipment to the state. Any salary costs generated because the successful bidder requested to work during other than the normal scheduled work hours of the license plate plant employees will be borne by the vendor. 3M will comply with this requirement.
- 29.12.3.7. Upon expiration of the existing contract, the existing sheeting supplier's equipment shall be removed within thirty (30) days unless an extension of the sheeting contract has been negotiated with the sheeting supplier.
- 29.12.3.8. The successful sheeting supplier shall provide Preventative Maintenance to all equipment used in the process of applying sheeting and creating the license plates.
- 3M will provide preventative maintenance for the equipment provided under the terms of an Equipment Bailment Agreement.
- 29.12.3.9. The successful sheeting supplier shall provide emergency repair services for all equipment used in the process of applying sheeting and creating license plates. One phone number shall be supplied for contact and response time shall be within 4 hours of the initial call. Please refer to the Technical Support Table in the Attachments Section.

29.12.3.9.1. Contact information: call 603-451-1713 for service.

29.13. SECTION VI - PACKAGING AND SHIPPING

- 29.13.1. To ensure easy access and proper inventory control, the reflective sheeting shall be shipped in bulk packages. To prevent roll damage, each pallet of bulk packages shall be designed to prevent double stacking by the shipper.

Production run sequence numbers shall be affixed to the outside of each shipping package that corresponds to the materials contained therein. Each roll shall be additionally designated by a core identifier stamped or affixed with a permanent label to the inside of each roll core. A shipping or packaging list shall be affixed to one box on a pallet identifying all production runs contained within the shipment.

29.14. SECTION VII - DELIVERY SCHEDULE

29.14.1. All deliveries shall be provided F.O.B. to the State of New Hampshire's designated point of delivery. The first expected delivery of reflective sheeting shall be no later than forty-five (45) days following official notification of contract award, initial order and receipt of State approved artwork. All subsequent orders shall be F.O.B. destination with expected delivery within thirty (30) days after receipt of order.

29.15. SECTION VIII - ACCOUNTABILITY

3M's standard delivery is 45 days ARO. Single shipment to a single destination and plus or minus 10% of quantity ordered will constitute fulfillment of an order. Customer will be billed for quantity shipped.
29.15.1. The manufacturer shall be accountable for all sheeting from the place of manufacture to the point of delivery. All over-run materials remaining in the manufacturer's possession after discontinuation of any design or the contract's cancellation, shall be destroyed and used for no other purpose.

29.16. SECTION IX - PROCESSING

29.16.1. The reflective sheeting processing shall be in accordance with the recommendations of the manufacturer. All processing procedures for reflective material, thinners, solvents and inks must be exact at the vendor's expense, with equipment and procedures currently employed by the State.

29.16.2. The sheeting manufacturer shall periodically properly remove all waste, thinners, and roll coat inks. In addition, the sheeting vendor shall remove wastes from other consumables used in the production of license plate.

29.16.3. The Contractor will be required to deliver, free of charge, all clear coatings, thinners and inks on an "as needed" basis. Delivery in the amounts required must be completed within fifteen (15) days after receipt of order.
3M's standard delivery for inks and thinners is 30 days ARO.

29.16.4. The contract shall be for projected volumes, which are estimates only. The contract shall be for actual amounts ordered during the selected contract production period. Delivery schedules and quantities must be coordinated with the state's designated manufacturer.

Color Specification				
Chromaticity Coordinate				
	Color	Corner x	Points y	Luminance Factor Y%
1	White	.303 .368 .340 .274	.287 .353 .380 .316	42 Min.
2	Yellow	.498 .557 .479 .438	.412 .442 .520 .472	28-38
3	Orange	.505 .550 .600 .478	.354 .412 .360 .385	14-24
4	Lemon-Yellow	.455 .514 .440 .395	.455 .485 .558 .508	40-50
5	Gold	.435 .475 .420 .385	.465 .420 .370 .420	15-35

6	Green	.210	.275	15-25
		.280	.385	
		.180	.520	
		.080	.310	
7	Blue	.181	.069	11-20
		.270	.220	
		.230	.250	
		.103	.246	
8	Red	.613	.297	5-10
		.636	.364	
		.558	.352	
		.708	.292	

- 29.17. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 29.18. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed by giving a 24-hour notice between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 29.19. The Vendor or their personnel shall not represent themselves as employees or agents of the State.
- 29.20. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 29.21. The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 29.22. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

30. PERFORMANCE GUARANTEES:

- 30.1. Contractor shall meet the following performance metrics and objectives, and report outcomes to the State quarterly on the period of January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December) of each year.
- 30.2. Failure to meet any one or more of the performance guarantees shall result in a 2% rebate of the sum of the total orders made by the State for the reporting period in which the failure occurred. Any penalties due to the State shall be remitted on a separate check to the corresponding agency business office, and not as an invoice credit, no later than sixty (60) days after the close of the period in which the failure occurred.
- 30.2.1. On-time delivery: Ninety-five percent (95%). Unexpected circumstances like inclement weather and vehicle breakdowns/accidents are excluded.
- 30.2.2. Fill Rate: Ninety percent (90%) including substitutes.
- 30.2.3. Error reporting (miss picks, invoice accuracy):
- 30.2.4. Miss Picks: Two (2) per one thousand (1,000) cases.

31. WARRANTY REQUIREMENTS AND PROVISIONS:

- 31.1. The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.
- 31.2. The sheeting shall be imaged with a directional, integral warranty mark, so as to be traceable to the specific manufacturer's production run numbers from which the material originated. If at any time during the specified performance life of the reflective material provided, a one-half of one percent sample of clean, rear plates produced from a given production run (identified by the integral warranty mark) reveals that 10 percent or more of that sample are found to be defective in visual or brightness performance requirements as defined herein, the vendor shall be responsible for replacement of all plates manufactured from that specific lot of material.

- 31.3. The sheeting supplier shall be responsible for all replacement costs associated with a specific lot; a maximum liability assessment of \$5.00 per plate will be invoked for failed plates associated with a specific lot. Reimbursement of the State shall be in dollars and/or materials equal to the assessed damage, at the State's discretion.
- 31.4. To assure effective identification, the warranty marks shall be approximately 1.125 inches in diameter on standard 6" x 12" plates and shall be of a design mutually agreed upon by the State and the sheeting manufacturer. The manufacturer may vary the number, design and placement of the marks for motorcycle or smaller license plate sizes.
- 31.5. The warranty marks shall be verifiable on a license plate once properly affixed to the vehicle's designated mounting area, from an approximate head-on distance of six (6) feet;
- 31.5.1. Warranty marks shall not be observable at 2 feet or 20 feet or when the viewer steps to one side from the head-on viewing position so as not to compete or conflict with vital plate information.

OR

- 31.5.2. Warranty marks shall change appearance when the view steps to one side creating more than 45° angle to the plate so as not to compete or conflict with vital plate information.

- 31.6. The warranty marks shall be verifiable under both ambient light and retroreflected light at night, shall not interfere or conflict with the plate design or aesthetics, shall not alter sheeting colors or reduce sheeting brightness below specified levels and shall be required at the discretion of State.

32. OBLIGATIONS AND LIABILITY OF THE VENDOR:

- 32.1. The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.
- 32.2. The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.
- 32.3. The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

33. NON-EXCLUSIVE CONTRACT:

- 33.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

34. RECALLS:

- 34.1. Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.

35. SAMPLE PRODUCTS FOR EVALUATION:

- 35.1. All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.

36. RETURNED GOODS:

- 36.1. The successful Vendor shall resolve all order and invoice discrepancies within seven (7) 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.

- 36.2. 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.
37. **BACKORDERS AND SUBSTITUTIONS:**
- 37.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.
- 37.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.
- 37.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

38. **ENVIRONMENTALLY FRIENDLY PRODUCTS:**

- 38.1. ~~In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into~~ practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:
- 38.1.1. Energy or water efficient
- 38.1.2. Reusable
- 38.1.3. Recyclable
- 38.1.4. Contains postconsumer recycled materials
- 38.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
- 38.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)
- 38.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an attachment with their bid submission.
- 38.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS. The products proposed in this Bid do not contain mercury or PFAS.
- 38.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

39. **OFFER:**

- 39.1. The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. Quotes in lieu of a completed offer sheet will not be accepted.
- 39.2. **OFFER SHEET WILL BE ATTACHMENT 1 (SEPARATE FROM THIS DOCUMENT).**

40. **VENDOR'S BALANCE OF PRODUCT LINE ITEMS:**

- 40.1. The items in the Offer Section 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 that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

41. **VENDOR CONTACT INFORMATION:**

- 41.1. Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

<u>Joy Stahosky</u>	<u>651-381-2837</u>	<u>1-800-553-1380</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>jlstahosky@mmm.com</u>	<u>www.mmm.com</u>	
E-mail Address	Company Website	
<u>3M Company</u>	<u>3M Center, 223-3W-33</u>	
Vendor Company Name	Vendor Address	

41-0417775
Vendor Number

00-617-3082 / YLQMY5SGNE55
DUNS and/or SAM.GOV Number

42. DELIVERY TIME:

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

43. DELIVERY LOCATIONS:

43.1. 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.

43.1.1. NH Dept. of Corrections Warehouse

3 McGuire St

Concord, NH 03301

44. ATTACHMENTS:

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

44.1.1. Attachment 1: Offer Sheet

45. NOTE: TO BE CONSIDERED, BID TRANSMITTAL LETTER SHALL BE SIGNED IN THE SPACE PROVIDED.

46. THE BID OPENING IS OPEN TO THE PUBLIC ONLINE AT THE FOLLOWING:

Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 221 752 427 291

Passcode: Nq3MQN

Dial-in by phone

+1 603-931-4944 329991514# United States, Concord

[Find a local number](#)

Phone conference ID: 329 991 514#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 111 618 078 1

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

APPENDIX A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed ~~at the sole risk of the Contractor, and in the event that this Agreement does not~~ become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national

origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition 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 Contractor 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment.

"Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee

to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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 in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. 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 with respect to the subject matter hereof.



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 5/16/2024

Company Name: 3M Company

Address: 3M Center, 223-3W-33, St. Paul, MN 55144-1000

To: Point of Contact: Claudia Roy
Telephone: (603)-271-1451
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Reflective Sheeting License Plates

~~Bid Number: 2896-24~~

Bid Posted Date (on or by): 4/30/2024

Bid Closing Date and Time: 5/16/2024 9:00 AM (Eastern Time)

Dear Claudia Roy,

[Insert name of signor] Maria Paraschou, on behalf of 3M Company [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 # 2896-24 for Reflective Sheeting License Plates 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 Maria Paraschou Authorized Signor's Title Sr. Proposal & Contract Manager

THE AWARD WILL BE BASED ON THE TOTAL OF THE LESS THAN AND GREATER THAN PRICE PER SQ FT FOR 12-1/4" X 300 YARD LICENSE PLATE SHEETING

NEW HAMPSHIRE LICENSE PLATE SHEETING

NEW HAMPSHIRE LICENSE PLATE SHEETING - 12-1/4" X 300 YARD

	\$ PER SQ FT	PRICE/ROLL \$
ONE (1) COLOR	\$1.28	\$1,158.00
TWO (2) COLOR	\$1.30	\$1,176.00
THREE (3) COLOR	\$1.33	\$1,203.75
FOUR (4) COLOR	\$1.34	\$1,212.75

NEW HAMPSHIRE LICENSE PLATE SHEETING - 12-1/4" X 300 YARD

	\$ PER SQ FT	PRICE/ROLL \$
ONE (1) COLOR	\$1.37	\$1,235.42
TWO (2) COLOR	\$1.39	\$1,257.52
THREE (3) COLOR	\$1.44	\$1,282.75
FOUR (4) COLOR	\$1.46	\$1,320.84
FIVE (5) COLOR	\$1.58	\$1,428.40
SIX (6) COLOR	\$1.60	\$1,447.50

TOTAL \$14.09

NEW HAMPSHIRE LICENSE PLATE SHEETING - 12-1/4" X 300 YARD

NEW HAMPSHIRE LICENSE PLATE SHEETING - 12-1/4" X 300 YARD

NEW HAMPSHIRE LICENSE PLATE SHEETING - 12-1/4" X 300 YARD

	\$ PER SQ FT	PRICE/ROLL \$
ONE (1) COLOR	\$1.34	\$715.08
TWO (2) COLOR	\$1.37	\$730.97
THREE (3) COLOR	\$1.39	\$752.16
FOUR (4) COLOR	\$1.41	\$762.75

NEW HAMPSHIRE LICENSE PLATE SHEETING - 12-1/4" X 300 YARD

	\$ PER SQ FT	PRICE/ROLL \$
ONE (1) COLOR	\$1.44	\$773.34
TWO (2) COLOR	\$1.46	\$789.23
THREE (3) COLOR	\$1.51	\$810.42
FOUR (4) COLOR	\$1.53	\$821.02

NEW HAMPSHIRE LICENSE PLATE SHEETING - 12-1/4" X 300 YARD

NEW HAMPSHIRE LICENSE PLATE SHEETING - 12-1/4" X 300 YARD

	\$ PER SQ FT	PRICE/ROLL \$
ONE (1) COLOR	\$3.11	\$ 2,813.58
TWO (2) COLOR	\$3.11	\$ 2,813.58
THREE (3) COLOR	\$3.11	\$ 2,813.58
FOUR (4) COLOR	\$3.11	\$ 2,813.58
FIVE (5) COLOR	\$3.11	\$ 2,813.58
SIX (6) COLOR	\$3.11	\$ 2,813.58

NEW HAMPSHIRE LICENSE PLATE SHEETING - 12-1/4" X 300 YARD

NEW HAMPSHIRE LICENSE PLATE SHEETING - 12-1/4" X 300 YARD

	\$ PER SQ FT	PRICE/ROLL \$
UN-PRINTED WHITE SHEETING		\$ 1.25
UN-PRINTED COLORED SHEETING		\$ 1.50

STATE OF NEW HAMPSHIRE LICENSE PLATE GRAPHICS
 OLD MAN OF THE MOUNTAIN - EIGHT - 4 CHARACTERS
 OLD MAN OF THE MOUNTAIN - EIGHT - 7 CHARACTERS
 OLD STYLE PASSENGER GRAPHIC
 MOOSE GRAPHIC
 VETERAN GRAPHIC
 PURPLE HEART GRAPHIC
 PLAIN WHITE MOTORCYCLE SHEETING

ATTACHMENTS

Vendor Certifications

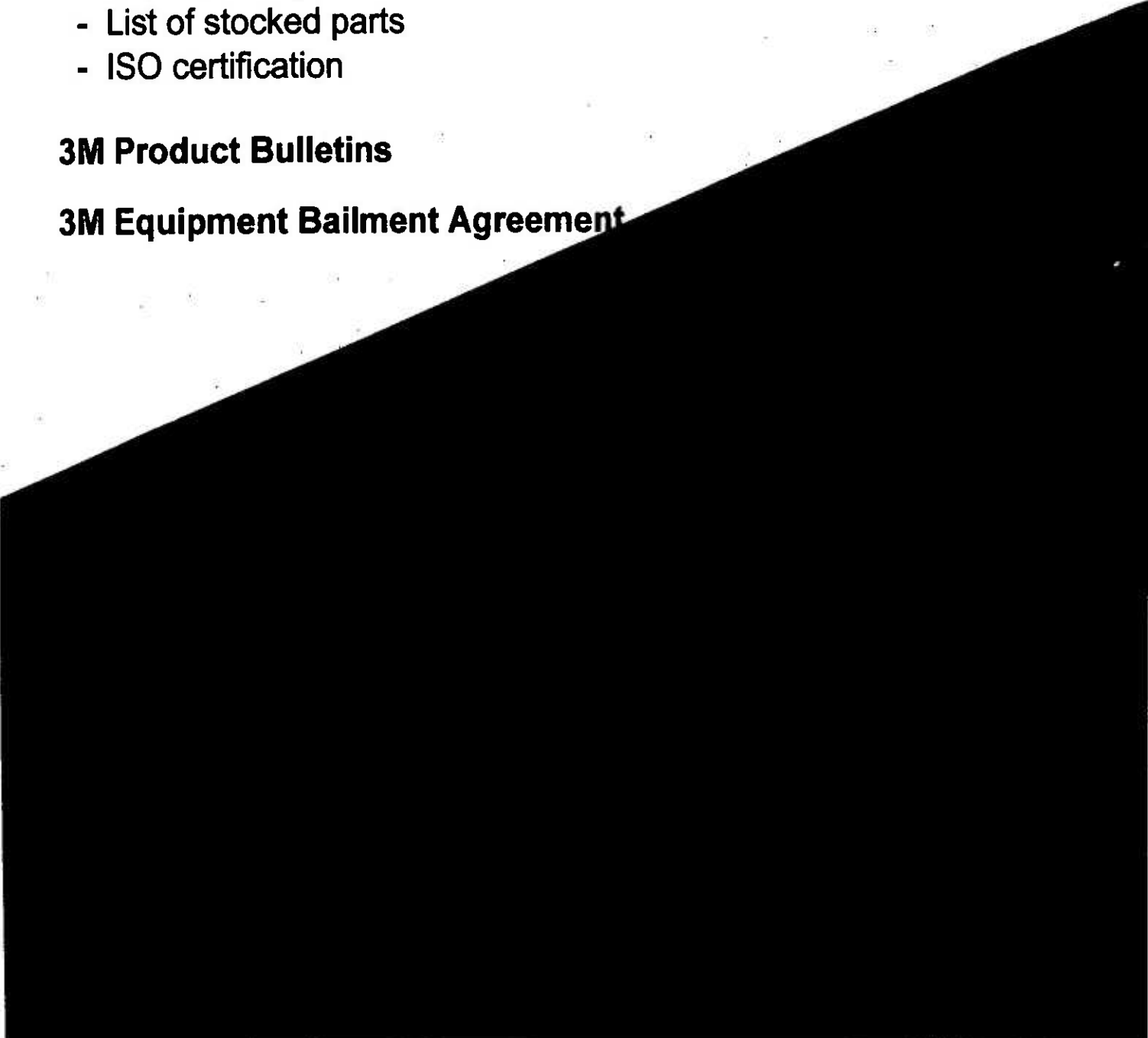
- Vendor Application
- Certificate of Insurance

Qualifications

- Evidence of successful manufacturing
- List of equipment and flow diagrams
- List of personnel
- Technical support
- List of stocked parts
- ISO certification

3M Product Bulletins

3M Equipment Bailment Agreement



VENDOR CERTIFICATIONS

- Vendor Application
 - Certificate of Insurance
-





State of New Hampshire
VENDOR APPLICATION

Rev 4-26-2022
VENDOR # 2528
(Assigned by Purchase & Property)

BUSINESS NAME/ADDRESS LOCATION

COMPANY NAME: 3M Company
COMPANY ADDRESS: 3M Company
ADDRESS: 2807 Payshare Circle
CITY/STATE: Chicago **STATE:** IL **ZIP:** 60674 **COUNTRY:** US
PHONE: 3M Center
CITY/STATE: St. Paul **STATE:** MN **ZIP:** 55144-1000 **COUNTRY:** US
PHONE: 651-381-2837 **Cell Phone #:** N/A **FAX #:** N/A
CONTACT: Joy Stahosky **Website:** www.mmm.com **E-MAIL ADDRESS:** https://www.3m.com/3M/en_US/company-us/help-center/
Select > send us a message

Electronic Payment Option: Please contact Treasury at ACHProcessing@treasury.nh.gov or visit their website at Department of Treasury for further information on this option. Registration as a vendor must be completed prior to contacting.

TYPE OF BUSINESS

(Note: Registration with the NH Secretary of State MUST be done prior to the awarding of any contracts) Secretary of State Corporate Division Registration (603) 271-3244

Registered with NH Secretary of State? YES X NO

Select the appropriate designations for your Entity:

Minority Institutions	☐	Minority Owned Large Business	☐	Minority Owned Small Business	☐
Disabled Veteran Business	☐	Svs Disabled Veteran Owned	☐	Veteran Owned Small Business	☐
Physically Challenged Bus	☐	SBA Cert Fin Disadvantaged Bus	☐	SBA Cert Hist Underutilized Bus	☐
Historically Black Colleges	☐	Women Owned Sm Bus	☐	Women Owned Large Businesses	☐
Small Business	☐	SBA Cert Sm Disadvantaged Bus	☐		

SIGNATURE BLOCK

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (Printed Name): Maria Paraschou, Sr. Proposal & Contract Manager

Signature: Maria Paraschou

Date: May 13, 2024

RETURN ADDRESS

(Phone) 603-271-2201
(Fax) 603-271-2700
prch.web@das.nh.gov
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX, ROOM 102
25 CAPITOL STREET
CONCORD NH 03301-6398



State of New Hampshire
VENDOR APPLICATION

VENDOR # 2528
(Assigned by Purchase & Property)

Rev 4-26-2022

STATE OF NEW HAMPSHIRE
ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 24% withholding on each payment made to you. To avoid this 24% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

3M Company
2807 Payphone Circle
Chicago **STATE: IL** **ZIP: 60674-0028** **COUNTRY: USA**
3M Center
St. Paul **STATE: MN** **ZIP: 55144-1000** **COUNTRY: USA**
651-733-1110 **Cell Phone #:** **FAX #:**
3M Tax **Website: www.3m.com** **3MTax@mmn.com**

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

3M Security/ASSN: **41-0417775**

PRINCIPAL ACTIVITY

☐ Service Provider ☐ Product/Merchandise Provider ☐ Other Provider

List the principal type of service, product or other that is provided:

☐ Medical/Health Care Services ☐ Legal Services ☐ 1099 Grant Reportable

DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

☐ Individual/Sole Proprietor ☐ Corporation (S) ☐ Government
☐ Single Member LLC ☒ Corporation (C) ☐ Travel/Intern
☐ LLC (C Corporation) ☐ Partnership ☐ Refund/Reimbursement
☐ LLC (S Corporation) ☐ Estate or Trust ☐ Tax-Exempt
☐ LLC (P Partnership)

EXEMPTIONS: ☐ Exemption from FATCA reporting:

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.

NAME OF THE INDIVIDUAL OR ENTITY: Anne Gutz

TELEPHONE: 651-733-1110 **CELL PHONE #:** **FAX #:**

SIGNATURE: *Anne Gutz* **DATE:** 5/9/24

EMAIL (VENDOR USE): 3MTax@mmn.com **Website:**

PLEASE RETURN WHEN COMPLETED TO:

Email: PRCH.WEB@DAS.NH.GOV

(Phone) 603-271-2201

(FAX) 603-271-2700

<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES
BUREAU OF PURCHASE & PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
02/26/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT Willis Towers Watson Certificate Center
PHONE
/AC No. Ext: 1-877-945-7378 **FAX**
/AC No: 1-888-467-2378
E-MAIL
ADDRESS: certificates@willis.com

INSURED
3M Company
Insurance Department
3M Center, 223-2M-32
St. Paul, MN 55144

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** W32711802**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		MWXY 317359	03/01/2023	03/01/2026	EACH OCCURRENCE \$ 10,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 10,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		MWVB 317357	03/01/2023	03/01/2026	GENERAL AGGREGATE \$ 10,000,000
						PRODUCTS - COMP/OP AGG \$ 10,000,000
						\$
						\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		MWVB 317357	03/01/2023	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	MWVC309963-24	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTHER
						E.L. EACH ACCIDENT \$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
						E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 25473859

BATCH: 3349089

QUALIFICATIONS

- Evidence of successful manufacturing
 - List of equipment and flow diagrams
 - List of personnel
 - Technical support
 - List of stocked parts
 - ISO certification
- 

Evidence of Successful Manufacture

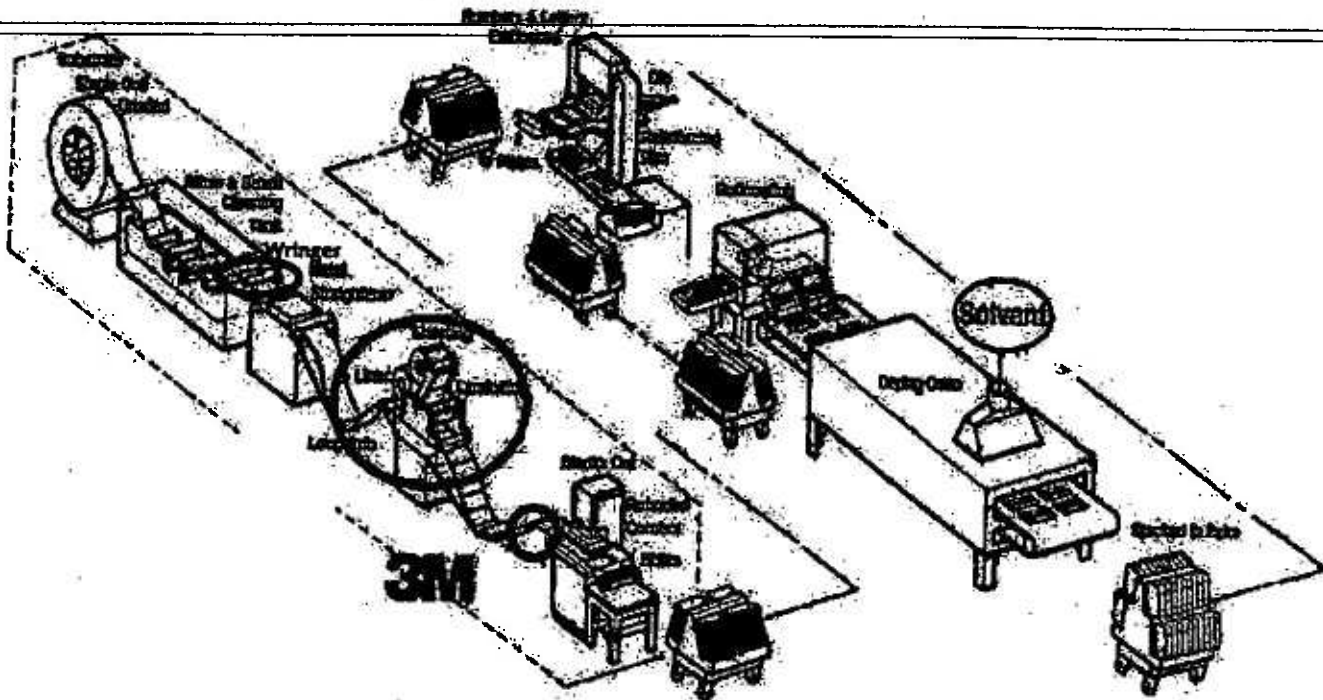
As evidence of successful manufacture and application of preprinted license plate sheetings, thinners, and roll coats inks as part of a totally integrated license plate system, 3M provides the following list of state agencies that have an active contract with 3M:

- Alabama - Alabama Correctional Industries
- Arizona - Arizona Correctional Industries
- California - California Prison Industry Authority
- Colorado - Colorado Correctional Industries

- Connecticut - State of Connecticut, Department of Administrative Services Procurement Division
- Florida - Pride Enterprises
- Illinois - Macon Resources, Inc.
- Iowa - Iowa Prison Industries
- Louisiana - State of Louisiana, Division of Administration Office of State Purchasing
- Maine - Maine Bureau of Motor Vehicles
- Massachusetts - Massachusetts Correctional Industries
- Michigan - State of Michigan, Department of Technology, Management and Budget Procurement
- Missouri - Missouri Correctional Enterprises
- Ohio - State of Ohio, Department of Administrative Services, General Services Division
- Oklahoma - Oklahoma Correctional Industries
- Pennsylvania - State of Pennsylvania, Department of General Services
- Rhode Island - State of Rhode Island Division of Motor Vehicles
- Tennessee - TRICOR
- Texas - Texas Department of Criminal Justice
- Vermont - State of Vermont, Office of Purchasing and Contracting
- Virginia - Virginia Department of General Services
- Washington - State of Washington, Department of Corrections
- West Virginia - State of West Virginia Department of Administration Purchasing Division
- Wyoming - Wyoming Department of Motor Vehicles

3M List of Equipment

- 3M 16" SQUEEZE ROLL APPLICATOR
- 3M ERF SYSTEM WITH GOLDEN ROLL FEED AND TUNNEL
- WRINGER ASSEMBLY AT EXIT END OF HEATED RINSE TANK



Flow Diagram

3M PERSONNEL

Below is a list of professional 3M personnel who will support the State's license plate manufacturing operation.

- **Cameron Gilgenbach, Graphic Designer (20+ years of experience)**
Mr. Gilgenbach is a highly professional Graphic Designer with years of experience in the printing and graphics field, and Preparing license plate artwork for electronic proofs and printing. His expert knowledge includes the following:

- Extensive knowledge of spot color and CMYK printing.
- Set-up artwork for print technologies including ink jet, roto gravure, thermal transfer, and screen printing.
- Creates layouts and designs using Adobe Illustrator and Photoshop.

Associate of Liberal Arts, Rochester Technical and Community College, Rochester, MN

- **Erin Resech, Customer Service (9 years of experience)**
Ms. Resech is a highly professional team leader. She has extensive experience working with cross functional teams and managing projects, providing leadership on key projects, and implementing new processes. Ms. Resech is an effective problem solver, detailed oriented, and adapts quickly to new situations.

Master's Degree, Minnesota State University, Mankato, MN

- **Neal Filla, Technical Support (25+ years with six years in correctional facilities)**
Mr. Filla is an expert Hardware Technical Support Supervisor with more than 34 years of experience who works with the field service team to address customer requirements like preventive maintenance trips, repairs, updates to current equipment, replacement of equipment and improving customer experience with 3M hardware products. He works with Project management on new installations at current or new customer sites. Mr. Filla also researches new equipment innovations and develops methods to integrate them into current and future 3M equipment.

Bachelor of Science, Electrical Engineering Technologies, DeVry University.

- **Steve Edwards, Government Services Manager (27+ years of experience)**
Mr. Edwards is a highly experienced Regional Government Services Manager for 3M Company's Vehicle Registration Business. He helps Motor Vehicle Agencies and Transportation Departments modernize their business operations with a focus on motor vehicle registration transactions and improving motor vehicle identification for law enforcement, toll agencies, and motorists.

Mr. Edwards previously served as Chief of Staff for NH Governor Stephen Merrill and Deputy Chief of Staff for NH Governor Judd Gregg, managed three successful statewide election campaigns for Governor in New Hampshire, and also conducted election development and campaign training work for the International Republican Institute on behalf of the US State Department, USAID and the National Endowment for Democracy in emerging democracies through the Africa, the Middle East and Eastern Europe.

MBA, Cardinal Stritch University, Milwaukee, WI 2003

BS in Business Administration in Communication, Plymouth State College, Plymouth, NH

1986

3M TELEPHONE AND REMOTE TECHNICAL SERVICE

To contact the 3M Technical Support, call 651-451-1714. 3M's standard hours of operation on Business days, 8 a.m. – 4:30 p.m. Central Time, Monday through Friday, excluding Holidays.

1	An incident with significant scope and negative impact to the Customer's business, typically effecting product/revenue producing activities, worker safety or immediate information security.	Business hours	Within 1 Business hour of Initiation	Within 1 Business hour of Initiation	1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 8 Business hours, 3M provides a resolution plan within 4 Business hours following initial resolution attempt.
2	An incident with limited scope or negative impact to the Customer's business, degraded operations or noted potential to quickly increase in urgency or scope	Business hours	Within 1-2 Business hour of Initiation	Within 4 Business hours of Initiation	1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 8 Business hours, 3M provides a resolution plan within 8 Business hours following initial resolution attempt.
3	An incident having limited scope or negative impact to the business, unlikely to quickly increase in urgency or scope	Business hours	Within 2-3 Business hour of Initiation	Within 8 Business hours of Initiation	1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 16 Business hours, 3M provides a resolution plan within 16 Business hours following initial resolution attempt.
4	An incident, question or request to 3M that has minimal to no impact to business operations. Incident may be an improvement request, feature inquiry or functionality concern with limited operational scope.	Business hours	Within 3-4 Business hour of Initiation	Within 16 Business hours of Initiation	1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 40 Business hours, 3M provides a resolution plan within 24 Business hours following initial resolution attempt.

3M defines standard response times based on the level of severity from 1 to 4, with Severity 1 being the most critical (i.e., production down) and Severity 4 being the least critical (i.e., system is functional with minor impact). Our response time for a Severity 1 is one hour for an initial response. For a Severity 4, the standard response time is two business days. Our standards ensure all issues are handled consistently, escalated appropriately, and tracked so that all calls and responses are available for root cause and trend analysis and review. Below is the detailed Technical Support Response Plan.

Technical Support Response Plan

1.	Customer contacts 3M Technical Support (651-451-1714)	Call 3M Technical Support (651-451-1714)	Call 3M Technical Support (651-451-1714)
2.	3M contacts customer	Within one hour following initial call to 3M Technical Support Center	From four hours to two days following initial call to 3M Technical Support Center.
3.	Analyze problem	3M engineer analyzes the problem and corrects it remotely if possible.	3M Engineer analyzes the problem and corrects it remotely if possible.
4.	Send in-stock replacement parts*	Shipped overnight.	Shipped in two (2) to four (4) days.
5.	Parts need to be ordered and sent	Shipped overnight	Shipped in two (2) to four (4) days
6.	Installation of parts	3M provides telephone support to personnel during installation of the spare part(s).	3M provides telephone support to personnel during installation of the spare part(s).
7.	If parts replacement fails - resolution plan	A resolution plan is communicated within one business day of initial call to the 3M Technical Support Center.	A resolution plan is communicated within one business day of initial call to the 3M Technical Support Center.
8.	Software defect verified; workaround	If a workaround is available, it is implemented within one business day of the initial call to the 3M Technical Support Center.	If a workaround is available, it is implemented within one to three business days of the initial call to the 3M Technical Support Center.
9.	Software defect fixed; solution installed	If no workaround is available, a solution is found and installed within two business days of initial call to the 3M Technical Support Center.	If no workaround is available, a solution is found and installed with the next scheduled release.

10.	3M engineer travels onsite	In the event that telephone support and remote service is deemed unsuccessful by 3M, 3M support personnel travel to the site within two business days.	In the event that telephone support and remote service is deemed unsuccessful by 3M, 3M technical support personnel travel to the site within three to five business days.
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***3M maintains an inventory of stocked replacement parts for all installed equipment in St Paul, MN.**

15 Amp GFCI Breaker QO115GFI
Breaker Mounting Kit QOMB1
2" Ribbon Cable CC-2
OIT Touch Pad
2 position Selector switch
4 Position Selector Switch
Amber Pushbutton Lens
Green Pushbutton Lens
3 Position Selector Switch
ILL. Pushbutton
ILL. Push-Pull Red
4 Cluster Pilot Light
Minature Lamp GE 328
Contactor Mtr 18 Amp 100-A18ND3
NO/NC Aux Contact 195-BA11
550 VA Transformer
Assorted Pilot Light Lamps
Assorted Labels
Bayside pinion gears
Bayside gear head mounting kit
Apex drive replacement cooling fan
Battery for Apex 6152 controller
NIP opener bracket
Lexan guard (CWP-DDR Roll Feed)
Roll feed shaft cover
Aluminum Guards (Right)
Aluminum Guards (Left)
Long/Aluminum Guards (Right)
Long/Aluminum Guards (Left)
ERF sealtite pres bracket
Servo retrofit kit standoff plate
Servo retrofit kit motor plate
Apex 6152 controller
Apex 605 motor
Wittenstein gear box
Gemini 15' resolver cable
Gemini 15' motor cable
Wittenstein shaft coupling
Wittenstein to CWP adaptor plate
Gemini GV6K Drive
10' Motor cable
10' Resolver cable
Gemini Servo Motor
24 volt power supply
OIT interface cable

10 amp line filter
Breakout Module with cable
Gemini GV6K Drive
Complete Long tunnel assy w/bracket
TUNNEL PARTS
Long tunnel Upper & Lower
Tunnel adaptor plate
Lens holder
Tunnel stand off supports
Tunnel support
Shaft support (sets of 2)
1/4 - 20 thumb screw knobs
Tunnel spacer
Tunnel guide rod
15 Amp FRN-R-15 250 Volt
6 Amp 600 volt
1/2 Amp 250 volt
DC Motor 90VDC 1/2HP Nema 56
Limit Switch with leads
Fiber Optic Interface
(Ref. BM-12-3163-0142-8)
Knob
Roller Chain RS 35 10 ft/3.048m
Connecting Link, SpringClip for #35 Chain
Tensioner, Roller Chain Drive
Pivot Arm Tpe w 1/2" shaft
Idler Sprocket 102 1/2 Bore
Sprocket for Roller-Chain No.35 3/8
pitch 5/8" Bore, 3/16 Sq Keyway 24
teeth hubbed single
Female to Male elbow 1/8 NPT Brass
Flow control F10B
Male Connector 1/4 OD tube to 1/8 NPT
Swivel Elbow Connector 1/4 OD tube to 1/8 NPT
Pressure Switch 0-150 PSI Range or equiv.
(Ref. PS906 on E-12-3163-0141-0
Porous Plastic Air Muffler 1/8 NPT
Manifold, 6 ports for 1/4 tube OD
Sprocket for Roller Chain
Solenoid Valve, single solenoid 2 position spring return, 1/8 NPTF ports 120V
Solenoid Valve, double solenoid 2 position detented 1/8 NPTF ports 120/60 plug-in
Plug with 6 ft cord for item 71 & 73

Regulator 5-150 psig op. Range 1/8 NPT
Ports
Gauge #GRP 95 227 0-160 psi G10844
Mounting Bracket GRP-95-754
Regulator 3-30 psig op. Range 1/8 NPT
ports
Gauge 0-30 psi 1 1/2 " dial back port
1/8 NPT G10841 or equiv.
Regulator bracket adaptor plate
Roller Set
Nut Plate
Screw
Nut
Bearing bronze sleeve
Spring #93
Spacer
Bearing, radial .3125 bore x .875
O.D. x .938 Width, DBL row
Handle
Spherical washer for 3/8 bolt
Enclosure Lock - Cylinder Lock Kit
Laminator Thread-Up Plaque diagram
Safety Clips
Gas Spring Ball Stud
Gas Spring, Ball Socket End Fitting
Gas Spring 90 Lb. Extended Force
Bushing, Thomson Nylon
Collar 2 piece clamping 3/4" bore,
Cam Boston 2SC75 (Modified)
Wear plate infeed
Reducer Right Angle Worm Gear
Speed TMQ 1133-10-56C
Brg. 1ID x 1.25 OD 3/4 Lg. AA1212-6
Cylinder, Stainless
Brg. 1ID x 1.25 OD 1/2 Lg. AA1212-7
Bearing Rod End
Self Aligning Bearing
Flow Control In Line
Union Tee
Bearing Radial, 1.00 ID x 2.00 OD single row extended race, dbl seal
Frame bearing:
Sprocket 35JA35
Bushing 1" bore
Spacer
Retaining Ring, Internal, Bowed, for
1.375 Housing
Retaining Ring, Internal for 1.375

Housing
Bearing, Radial; Semi-ground, sealed
Collar, Clamping, for 5/8 shaft, 1 piece
Type, Stl, Blk OX Fin., 1 1/2 O.D.
13/32 Width
Collar, Clamping, for 1" shaft, 1 piece
Type , Stl, Blk OX Fin., 2" OD
1/2" Width
Trantorque Bushing - 1" Bore
Air Cylinder, Dbl Acting, Rear Pivot
6" Stroke, W/Bumpers
Piston Rod Clevis, 3/8 Dia. Pin,
7/16-20 THD
Jam Nut (7/16-20) .25 Width
Clamp
Re. Ring, Ext. for 1 5/8 Dia Shaft
Cone
Chuck, Unwind
Trantorque Bushing 1" Bore
linear Bearing, .75 bore, 1.25 OD 1.625 lg
Ret. Ring int. for 1.25 ID Housing
Oil Seal 1.25 housing x .750 shaft x
.25 wide Type 48, Nitrile
Bumper 3/4 ID 1-1/2 OD X .093 thick
Bushing QD Type SHX 1
Aluminum bumper 3/4" bore X 1 1/2"OD
QD Bushing JA x 3/4" bore
Linear Bearing JA x 3/4" bore
Super Ball Bearing, Pillow Block
Stepper Motor, High Torque
Pulley for Stepper Motor
Stepper motor belt
Pulley for Differential
Unwind brake w/Lo-Co linings
Laminating Nip Shaft
Stretch roller Shaft
Rewind Shaft
Unwind Guide Assy. Shaft
Infeed Table Support Shaft
Encoder Support and Brace
Bearing Radial, single row, .7500 bore x
.438 width x 1.6250 OD, two seals
Pin, spring, S/Wall, C/Stl 3/16 x 1.5
Pin, spring, S/Wall, C/Stl 3/16 x .75
Spring #114
Pin
Knob

Bearing Radial Ball, .750 bore, ground
single row, extended inner race (1.092")
Collar, Clamp 1-15/16 bore, 1 piece, steel
Collar
3" Rewind Chuck (.750 bore and .187 keyway)
Rewind Clutch Bushing 8026
.750 bore & 3/16 Keyway
Sprocket 2.500 + .002 Bore (4) holes
.281 dia. 90 Degrees apart on 3" Dia BC
Rewind Clutch, Pilot Mount
Hub, Rewind Backup
Tilt Lock Chuck Rebuilt Kit
Tilt Lock Replacement Springs
Tilt Lock Chuck Replacement blade
Tilt Lock Chuck Replacement band
Tilt Lock Chuck replacement screws
Tilt Lock Chuck replacement cavity insert
KT5W-2N1116
KT5G-2N1112
Fiber Optic Cable
Measuring Wheel 1 Foot
Encoder, 725 I Accu-coder, 3000 pulses
per shaft rev. 5-28 volts DC
Encoder, 725 I Accu-coder, 6000 pulses
per shaft rev. 5-28 volts DC
Encoder Cable 20Ft, Encoder Prod. Co.
Stepper Motor Controller
Slo-Syn 430 TH
SLO-SYN 430-TH
Capacitor for 430-TH
Stepper Motor Controller
Slo-Syn 430 PT
Wear plate bottom eibt
Sprocket 35SH80
Sprocket 35SH84
Sprocket 35SH70
Sprocket 35SH72
Sprocket, Roller Chain, No. 35, 3/8 pitch,
1/2" bore, 1/8 sq. keyway, 16 teeth, hardened
teeth, hubbed, single, 2 set screws
Sprocket, Roller Chain, No. 35, 3/8
Pitch, 1/2" bore, 1/8 sq. keyway, 17 teeth, hardened teeth, hubbed, single,
2 set screws
Sprocket, Roller Chain, No. 35, 3/8
Pitch, 1/2" bore, 1/8 sq. keyway, 18
teeth, hardened teeth, hubbed, single
Sprocket, Roller Chain, No. 35, 3/8

pitch, 1/2" bore, 1/8 sq. keyway, 19 teeth, hardened teeth, single
2 set screws
Differential, Dynamic DD-1A, Manual
Rubber roller shell
Air chuck inflation tool
Air chuck inflation tool holder
Unwind air chuck (large)
Rewind air chuck (small)
Compensating Shaft Assembly
Slide Rail /Rod
Linear Bearing
Fixed Slide
Roller
Shaft Arm
Bearing Base
Mounting angles / steering table L brackets
Stand base // Steering Table Feet
Handle + Old style handle
Free Slide
Modified Threaded Shaft
Spacers
Delrin Nut
Nut "TEE NUTS"
Arm Drag
Lead Screw Bearing Mount
Bearing Spacers
Helicoil Inserts 1185-4CN
Lee Spring LE-069F-8S
Outer Shaft
Grip Ring //C-Clip
Slide Pad
Upper Shaft
Steering table knobs
DC Motor Controller KBIC 120
DC Motor Controller SC 9861 HeatSink
Plug in Resistor .026 ohms
UL Filler Module
Power Supply HE24 7.2 Amp
B5 Module
Power Supply 5 VAC @ 1.2 Amps
Power Supply 15 VAC @ 1.5 Amps
B4-6 Logic Module
Chassis Control W/Relay
Resistor, Ceramic 10ohm-25watt
Mighty Module Isolator: 0-10 VDC in/out
Socket for Mighty Module

Surge Protector
AB Potentiometer 5K
1 turn 5 K Potentiometer
Diodes
High Speed Counter
High Speed Counter
High Speed Counter
CPU batteries
CPUs No Chips (2 separate boxes)
CPU GE FANUC /Series 1 (no chip)
CPU PLC Direct DL340 (no chip)
CPU Siemens
CPU PLC Direct
CPU GE Fanuc w/RAM (w/sensors)
Assorted CPUs
CPU GE Fanuc w/RAM (no sensors)
CPU Series W/1K RAM
CPU Series W/1K RAM
GE FANUC 115 VAC Output 8 Bit
PLC Direct 120 Volt Output
GE FANUC 24VDC Input 16 Bit
UV Eraser
Prom Writer Unit
24 VDC Output 16 Bit
Filter #A-FLT44
Fan #A-4AXFN
Fan #A-6AXFN
CPU Rack w/Hi Cap P/S
802T AP Oil tight limit switch Ser H
10250T 24111-2 Roto Push Operator
10250T2 Contact Block
Push Pull switch
PUSH PULL switch- 3 position
Push Button "Red"
Pilot light
ILL. Pushbutton Lens Amber
ILL. Pushbutton Lens Green
Nylon Extension Operating Lever
Sick Optic Cable KD5-SIM12 10
Ultrasonic Controller and Sensor
Drawing #D-12-3163-0079-2
Electronic Counter
Batteries
Pilot light Ser T
White Lens for Push Button
PB Guard
4 Digit Thumbwheel Assy.

5 Digit display
2 Position Selector Switch
Misc used and obsolete sensors
KT5-P1112 Sick Optic Sensor
KT5W 2P1116
KT5W 2B1116 (Texas ERFs)
MA4-2 EID3718900
Base, RS8 EID-3762500
Sensor End of Metal 30866
Sensor End of Sheeting 33413
Sensor Cable 26850
Bracket 33200
Bracket 32635
Edge Card Connector SKBD 1 Poles MT
Edge Card Rail Clip sets
Switcher Boards-Custom Boards
Applicator Upgrade to Sick Sensor Kit
Reed Switch Assy. With cable
Reed Switches Extra / Misc.
Reed switch mounting brackets (alum)
Proximity sensor cable
Proximity sensor
Ultrasonic Range Finder Controller
Boost Buck transformer T-1-81052
Apex Resolver Cable 605 MO 25'
Apex Motor cable 605 MO 25
RS 232 Cable to Maple OIT
Relay 2 pole 24 Volt DC
Relay 2 pole 120VAC
Relay Socket
Relay 3 pole 120VAC
Relay socket 11 pin
3PDT 120VAC Control Relay
3PDT 24VDC Control Relay
Relay Socket SH3B-05
Solid State Relay DROAC
50 Pin Break Out Terminal 5727.2
Relay Socket SH2B-05
Midget Fuse Block
15 Amp FRN-R-15 250 Volt (Applicator)
10 amp 600 volt
4 AMP 250 volt
8 AMP 250 volt
6/10 AMP 250 volt



3M Commercial Branding &
Transportation Division
3M Center, Bldg, 223-3S-33
St. Paul, MN 55144-1000
Phone: 651 733 1110

May 16, 2024

Ms. Claudia Roy
New Hampshire Department of Administrative Services
~~Division of Procurement and Support Services~~
25 Capitol Street
Concord, NH 03301
Claudia.I.Roy@DAS.NH.Gov

Dear Ms. Roy,

CERTIFICATION

As the manufacturer of the 3M™ Preclear Reflective License Plate Sheeting Series 4770 and 3M™ Roll Coat Inks, 3M Company certifies that these products purchased by the State are covered by 3M Company's ISO 9001 Certification.

Sincerely,

Maria Paraschou

Maria Paraschou
Sr. Proposal & Contract Manager
3M Commercial Branding & Transportation Division

bsi.



Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2015

This is to certify that

3M Company
3M Brownwood Plant
4501 Highway 377 South
Brownwood
Texas
76801
USA

Holds Certificate No:

FM 540202

and operates a Quality Management System which complies with the requirements of ISO 9001:2015 for the following scopes:

The manufacture of reflective and non-reflective films, finishing solutions and glass beads to specifications agreed to with 3M Division.

For and on behalf of BSI:


Carlos Pizarro, Managing Director, Assurance, Americas

Original Registration Date: 2008-07-29

Latest Revision Date: 2023-09-26

Expiry Date: 2023-11-29

Expiry Date: 2026-11-28



Page: 1 of 1

...making excellence a habit.™

This certificate remains the property of BSI and shall be returned immediately upon request.

An electronic certificate can be authenticated online. Printed copies can be validated at www.bsigroup.com/Clients/verify to be read in conjunction with the scope above or the attached appendix.

Information and Contact: BSI, 100 Brook Court, 100 Brook Avenue, Knowlton, Milton Keynes MK5 8PP. Tel: +44 345 680 9000
BSI Assurance UK Limited, registered in England under number 7805321 at 389 Chiswick High Road, London W4 4AL, UK.
A Member of the BSI Group of Companies.

3M PRODUCT BULLETINS

- **3M™ Preclear License Plate Sheeting Series 4770**
 - **3M™ Roll Coat Inks Series 4850/4950**
 - **3M Recommended Manufacturing Procedures**
-



Transportation Safety Division

3M™ Preclear License Plate Sheeting Series 4770, 4770E, and 4770T

**With Ensure™ Image and Optional Ensure Virtual Security Thread For
Use on Multi-Year License Plates**

**Product Bulletin Series 4770, 4770E, and 4770T
June 2018**

Replaces Product Bulletins 4770 and 4770E/4770T Dated May 2014

1 Description

3M Preclear Reflective License Plate Sheeting Series 4770, 4770E, and 4770T are durable, all-weather, retroreflective sheetings consisting of lens elements enclosed within a transparent resin. Series 4770, 4770E, and 4770T sheetings have been designed for use in the fabrication of multi-year reflective license plates. License plates can be embossed and roll coated with either transparent or opaque roll coating inks to produce attractive license plates which function 24 hours a day to enhance visibility at night and the legibility of the vehicle identification system. Series 4770, 4770E, 4770T sheetings appear similar during the day and at night (when viewed by reflected light) and are highly reflective when viewed both head-on and at wide entrance angles.

The backsides of Series 4770, 4770E, and 4770T reflective sheetings are pre-coated with a pressure sensitive adhesive that is protected by a removable liner for easy application to license plate substrates.

Series 4770, 4770E, 4770T sheetings are available with personalized graphic designs, which offers a unique opportunity to promote a country, state or national attraction, event, or image while providing motorists with the safety aspects of fully reflective license plates. Additional stretch and registry control equipment is required to process graphic printed sheetings.

3M sheetings, processing materials, and equipment provide design flexibility to license plate systems, allowing license plate issuers to satisfy specific color, reflectivity, durability, design, and plate manufacture requirements.



2 3M Ensure™ Directional Image

Series 4770E and 4770T sheetings with 3M Ensure Directional Images contain, as integral parts of the sheetings, directional positive identification images or marks that are visible only within a specific range of viewing angles. These marks are extremely difficult to counterfeit and facilitate visual evaluation of finished license plates for such purposes as:

- Inventory control
- Production traceability
- Identification of year of manufacture
- Identification of sheeting manufacturer
- Positive field verification of license plate authenticity

Ensure images may be custom designs mutually agreed upon by the purchaser and 3M. Ensure image size and spacing depend on the width of the sheeting purchased. Each license plate incorporating Series 4770E or 4770T sheeting with Ensure Directional Images will have a minimum of two images visible on the finished plate.

2.1 Orientation

Directional identification marks allow for easy visual verification of the license plate authenticity as follows:

- A. The center-most mark on the plate will be visible to a viewer standing directly in front of the plate at a distance of 4 to 8 feet (1.2 to 2.5 m). This represents an angle of 30° with respect to an axis extending perpendicular to the center of the face of the plate.
- B. The center-most mark on the plate shall not be visible to a viewer:
 1. Standing at a distance of less than 2 feet (0.6 m) or more than 20 feet (6.1 m) directly in front of the plate.
 2. Viewing the plate at an angle greater than 45°, relative to a head-on viewing angle.

Directional identification marks are visible in both diffuse daylight and by retroreflected light at night. The marks do not alter sheeting color, reduce sheeting brightness below the minimum specified levels, or interfere with the appearances or legibilities of finished license plates. In diffuse daylight, directional identification marks are equally visible in all standard colors. The marks cannot be removed by chemical or physical means from the sheeting or finished license plate without visibly damaging the reflective sheeting.

3 Optional 3M Ensure Virtual Security Thread

Series 4770T sheeting with 3M Ensure Virtual Security Thread contains a second mark, in addition to an Ensure Directional Image, that runs either vertically or horizontally through standard vehicle registration plates for security and anti-counterfeiting purposes. This virtual security thread is buried beneath the surface of the sheeting and consists of two sinusoidal waves; one wave appears to float above the Ensure image in the retroreflective sheeting, the other appears to float below it. Virtual security threads are durable and will function as described herein for the service life of the license plate.

When license plates are illuminated by high beam headlights and viewed head-on from distances of approximately 0 to 50 ft (0 to 15 m), virtual security threads can be seen, both from within standard police vehicles and in open air, on the unprinted areas of license plates that have been properly affixed to vehicles' designated mounting areas. The two sinusoidal wave images can be visually distinguished from one another at distances of approximately 0 to 20 feet (0 to 6 meters). Virtual security threads are not visible when viewed from angles greater than 45° from the head-on viewing position.

Virtual security threads are verifiable both under diffuse daylight and by retroreflected light at night. Virtual security threads do not alter sheeting color, reduce sheeting brightness below minimum specified brightness levels, or interfere with the appearances or legibilities of finished license plates. Under diffuse daylight, virtual security threads are visible on all standard sheeting colors.

4 Specifications

Series 4770, 4770E, and 4770T license plate sheetings have been designed for multi-year applications. Experience indicates that finished plates, processed and applied as recommended, will perform without appreciable fading, cracking, blistering, or peeling for up to five years.



4.1 Reflectivity

The minimum reflectivity values of Series 4770, 4770E, and 4770T sheetings are shown in Table 1.

Table 1. Minimum Coefficient of Retroreflection, R_A , at a 0.2° Observation Angle,° cd/lx/ft² (cd/lx/m²)

White	4770 / 4770E / 4770T	50	16
Yellow	4771 / 4771E / 4771T	25	10
Red	4772 / 4772E / 4772T	9	3
Gold	4773 / 4773E / 4773T	25	10
Orange	4774 / 4774E / 4774T	25	10
Lt. Blue	4776 / 4776E / 4776T	18	7
Lt. Green	4777 / 4777E / 4777T	18	7
Lemon Yellow	4781 / 4781E / 4781T	25	10
Salmon	PC751 / 4751E / 4751T	35	12
Silver Gray	PC752 / 4752E / 4752T	35	12
Sand	PC753 / 4753E / 4753T	35	12
Sunflower	PC754 / 4754E / 4754T	35	12
Lime Yellow	PC755 / 4755E / 4755T	35	12
Sea Green	PC756 / 4756E / 4756T	35	12
Sky Blue	PC757 / 4757E / 4757T	35	12
Straw	PC758 / 4758E / 4758T	35	12
Chamois	PC759 / 4759E / 4759T	35	12

- Observation (Divergence) Angle — The angle between the illumination axis and the observation axis.
- Entrance (Incidence) Angle — The angle from the illumination axis to the retroreflector axis. The retroreflector axis is an axis perpendicular to the retroreflective surface.

All measurements shall be conducted in accordance with ASTM E-810, "Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting."

Measurements on reflective sheeting with a preprinted graphic design shall be taken from an unprinted sheeting area.

The reflectivity of the flat area of the same test plate, totally wet by rain, will not be less than 90% of the values specified in Table 1. Wet performance measurements shall be conducted in accordance with ASTM E-810. Contact your 3M Technical Representative for wet performance measurement test set-up specifications.

To measure the reflectivity values of applied 3M sheeting, prepare test plates as follows:

- Test plates of the same size and format as actual issue plates must be produced using the same materials, on the same equipment, and by the same metal cleaning, laminating, embossing or debossing, and roll coating processes used for production plates.
- Test plates must each have a single section with a minimum of 36 square inches (230 sq. cm) of flat area to facilitate photometric testing.
- All test plates should be conditioned for 24 hours at 72 ± 5°F (22 ± 1°C) and 50 ± 5% R.H. prior to testing.
- Each plate must be thoroughly hand washed (see Section 6) prior to testing.

4.2 Adhesive

Sheeting adhered to test plates prepared as described above will resist peeling, scuffing, and marring during normal use handling, and resist shocking off when jabbed with a spatula at -10°F (-23°C).

Prior to application, the sheeting's protective paper liner can be peeled away from the adhesive without prior soaking in water or other solvent. The liner can be removed after accelerated storage for 4 hours at 150°F (65°C) under a weight of 2.5 pounds per square inch (0.18 kg/cm²).

5 Fabrication of Reflective License Plates

Note: For recommended manufacturing procedures used in the fabrication of license plates, refer to 3M Information Folder 9.8.

5.1 Substrates

The pre-coated adhesive will form a permanent bond to the surface of clean, chemically treated or conversion coated aluminum substrates normally used in the manufacture of license plates.

5.2 Application

3M sheeting is designed for application to clean, flat coil or sheet stock by continuous squeeze roll application.

Once the 3M reflective sheeting has been applied, it is recommended that laminated blanks be stored for a minimum of 48 hours before being embossed or debossed. For best embossing results, laminated blanks must be stored on edge and used within one year of date of receipt of the 3M sheeting.

5.3 Embossing and Debossing

3M reflective sheeting, as applied to flat metal, is sufficiently flexible to satisfy the embossing and debossing requirements of most conventional license plate designs. 3M reflective sheeting may be embossed or debossed to a height of up to 0.080" (2mm) using standard embossing equipment and dies used for license plate production. Minimum embossing temperature is 70°F (21°C).

Roll coating embossed or debossed license plates within 24 hours of embossing or debossing greatly improves license plate printability and quality.

5.4 Color Processing

Apply legends to embossed or debossed plates by roller coating with the following 3M recommended high quality transparent or opaque inks:

3M Series 4800 Opaque
3M Series 4850 Opaque
3M Series 4900 Transparent
3M Series 4950 Transparent

Note: Care should be taken when choosing color combinations to ensure attractiveness and maximum legibility. This is especially true with graphic design sheetings. To assure suitable contrast for maximum legibility and safety, 3M recommends the use of dark color roll coated characters on a white or yellow reflective sheeting background.

Contact your 3M Technical Representative for assistance with oven drying conditions. Cool the license plates to room temperature before packaging.

5.5 Dry Roll Coat Foils

Note: For recommended dry roller coating practices, refer to Product Bulletin HSF100/200. Use Series HSF100 or 200 dry roller coat foils. Contact your 3M Technical Service Representative for additional information on dry roller coating foils.

6 Storage, Packaging, and Cleaning

Sheeting and roll coat inks must be stored in their original packages in a cool, dry area and should be used within one year of date of receipt.

Series 4770, 4770E, and 4770T reflective sheetings, as supplied, will be of good appearance, free from ragged edges and cracks, and packaged according to commercial standards. Sheeting must be spliced for continuous roll application. Additional sheeting is supplied to compensate for splices.



For maximum service life, do not use abrasive or harsh chemically concentrated cleaners. When cleaning, use the same care on the sheeting as is used when cleaning the paint surface of the vehicle. License plate surfaces should be cleaned of normal use dirt accumulation by washing with a mild detergent and water using a soft bristle brush or cloth. Following cleaning, plates should be thoroughly rinsed with water.

To remove tar, oil, or road film, cautious use of mild solvents, such as mineral spirits, turpentine, or kerosene, may be employed. Use of aromatic solvents and ketones, or solvent mixtures containing them, should be avoided.

7 Purchase Specifications

The information concerning 3M Reflective Sheeting Series 4770, 4770E, and 4770T contained herein is considered to describe the typical minimum requirements for an effective reflective license plate material. As such, this information may be incorporated into a product purchase specification to be used in conjunction with a specification for finished retroreflective license plates.

8 Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheets (SDS) and Article Information Sheets for important health, safety, and environmental information. To obtain SDSs and Article Information Sheets for 3M products, go to 3M.com/SDS, contact 3M by mail, or for urgent requests call 1-800-364-3577.

9 Warranty Information

9.1 3M Warranty

3M warrants ("3M Warranty") that 3M Preclear Reflective License Plate Sheeting Series 4770, and 4770E/4770T (with Ensure™ Warranty Mark) ("Sheeting") sold by 3M for use in the fabrication of reflective safety plates with areas of at least 72 inch² ("Plates") in the United States, Mexico, and Canada will remain effective for its intended use by:

- Remaining legible by resisting excessive fading, cracking, blistering or peeling, and
- Retaining a coefficient of retroreflection¹ of at least nine (9) candlepower per foot candle per Plate² for the number of years indicated in the following table.

Table 2. Sheeting Warranty Period by Color

Sheeting Color	Warranty Period (Years)
White	5
Pastel Colors	5
Yellow	5
Lemon Yellow	5
Gold	3
Orange	3
Blue	2
Green	2

Graphic preprinted transparent colored areas are warranted for the same number of years as the Sheeting.

1. All measurements are at 2° observation angle and 4° degrees entrance angle. All measurements shall be made after cleaning the Plate according to 3M recommendations and in accordance with ASTM E810 "Standard Test Method of Coefficient of Retroreflective Sheeting," except that the coefficient of luminous intensity shall be determined in accordance with ASTM E808-01 Para. 3.2.2 and ASTM E809-02 Para. 12.3.
2. Graphic printed reflective Plates may not meet this requirement as large graphic printed areas can affect the reflectivity values of the finished Plates.



9.2 3M Warranty Terms and Conditions

- A failure to meet the 3M Warranty must be solely the result of design or manufacturing defects in the Sheeting and not of (a) outside causes including improper fabrication, handling, maintenance or installation; (b) use of roll coat pastes or sheetings not listed herein; (c) Plate exposure to temperatures beyond 3M's recommendations; (d) use of a reflective Sheeting applicator, stretch control mechanism, brake table, or corresponding registry feed controls not provided and installed by 3M; (e) failure of Plate substrate; (f) exposure to chemicals, abrasion, or damage from fasteners used to mount the Plate; (g) collisions, vandalism, or malicious mischief; or (h) an act of God.
- Claims made under this warranty will be honored only if the Plates have been marked with the Ensure warranty mark or another clear record of the Fabrication Date, either on the plate or in an auditable records database, is maintained such that the specific 3M production run numbers from which the Sheeting originated is traceable.
- Sheeting must be stored, applied, installed, processed, and used in accordance with all 3M application procedures found in 3M's product bulletins, information folders, manufacturing manuals, and technical memos (which will be furnished upon request), including the appropriate use of components listed in Section 11 of this product bulletin and recommended application equipment.
- Claims made under this warranty will be honored only if 3M is notified of a failure within 30 days, reasonable information requested by 3M is provided, and 3M is permitted to verify the cause of the failure.

9.3 Exclusive Limited Remedy

If the Sheeting on a Plate is shown to not meet the 3M Warranty during the Warranty Period, 3M's sole and exclusive remedy is, at 3M's option, to replace the Plate, or reimburse the Plate's issuing agency ("Agency") at a rate of no more than \$5.00 per Plate. Reimbursement to the Agency will be in dollars and/or materials, as determined by the needs of the Agency. Replacement Sheeting will carry the unexpired warranty period of the Sheeting it replaces.

9.4 Disclaimer

THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM, OR USAGE OF TRADE.

9.5 Limitation of Liability

Except for the limited remedy stated above, and except where prohibited by law, 3M will not be liable for any loss or damage arising from Plates or any 3M product, whether direct, indirect, special, incidental, or consequential damages (including but not limited to lost profits, business, or revenue in any way), regardless of the legal theory asserted including warranty, contract, negligence, or strict liability.

10 Other Product Information

Always confirm that you have the most current version of the applicable product bulletin, information folder, or other product information from 3M's Website at <http://www.3M.com/roadsafety>.

11 Literature References

<u>3M IF 9.8</u>	Preclear Reflective License Plate Sheeting Recommended Manufacturing Procedures
<u>3M PB HSF100/200</u>	Dry Roller Coat Foil Series HSF100/200 and DRF300/400
<u>3M PB 4800/4900</u>	Roll Coat Inks Series 4800/4900
<u>3M PB 4850/4950</u>	Roll Coat Inks Series 4850/4950

ASTM Test Methods are available from ASTM International, West Conshohocken, PA.

For Information or Assistance

Call: 1-800-553-1380

In Canada Call:

1-800-3M HELPS (1-800-364-3577)

Internet:

<http://www.3M.com/roadsafety>

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3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.



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Phone 1-800-553-1380
Web 3M.com/roadsafety

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Roll Coat Inks

Series 4850/4950

Product Bulletin 4850/4950

April 2014

Replaces PB 4850/4950 dated May 2010

Description

3M™ Roll Coat Inks are used with 3M™ Reflective License Plate Sheatings to produce fully reflective vehicle registration plates for multi-year use.

When processed according to the manufacturer's recommendations, 3M roll coat inks will last for the intended life of the registration plate. The inks are supplied in transparent colors as Series 4950 and opaque colors as Series 4850. They are intended for use on 3M™ License Plate Sheeting Series 4550/4770/4780, Series 4750, and Series 3570/3750.

Application

Transparent and opaque roll coat inks are applied to the embossed or debossed license plate by roller coating with a high quality roller coating machine. When roll coating license plates with the depressed style rim, hold down rollers are recommended to prevent the plate background from being painted. Roll coat inks may be thinned with 3M 4954 Thinner for ease of coating on the machine. DO NOT THIN MORE THAN 10%. 3M T11A Thinner has proven to be an adequate cleaning solvent. Other locally available solvents for clean up should be tested to avoid damage to the coating rolls.

Drying

Drying is best accomplished when baked for a minimum of 20 minutes at 225°F in a convection oven with good air circulation.

Contact your 3M Technical Representative for assistance in establishing time and temperature settings.

Infrared drying has been satisfactory in some license plate shops. Exact oven configurations,

time and settings are the responsibility of the license plate shop; however, all forms of drying must have sufficient exhaust to adequately remove all solvents during the drying process. Typical minimum drying conditions would be:

Minimum exposure time: 5 minutes

Maximum surface temperature: 300°F.

Colors

	Transparent Inks	Opaque Inks
Blue	4956	4856
Dark Blue	4959	4855
Red	4952	4851
Light Red	4951	—
Green	4957	4852
Dark Green	4955	—
Cranberry	4953	—
Purple	—	4857
Black	—	4852
White	—	4850

Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Material Safety Data Sheet, and/or product label of chemicals prior to handling or use.

Storage

3M roll coat inks should be stored at general warehouse storage (16°C/60°F to 27°C/80°F). The inks have a shelf life of 12 months from customer receipt.

FOR INFORMATION OR ASSISTANCE

CALL:

1-877-777-3571

IN CANADA CALL:

1-800-265-1840

Internet:

www.3M.com/mvss

3M assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, special or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

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London, Ontario N6A 4T1
1-800-3MHELPS

3M México, S.A. de C.V.
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Col. Santa Fe, Del. Álvaro Obregón
México, D.F. 01210

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Transportation Safety Division

3M™ Reflective License Plate

Sheeting Recommended Manufacturing Procedures

Information Folder 9.8
November 2019

Replaces Information Folder 9.8 Dated July 2019.

1 Description

3M Reflective License Plate Sheeting Series 3750, 4770, 4780, 4790, 6700, and 9250 are durable, all-weather sheetings designed for use in the fabrication of multi-year reflective license plates. They are used to produce attractive license plates which function 24 hours a day to enhance nighttime safety and the legibility of the vehicle identification system. The backsides of these sheetings are pre-coated with a pressure sensitive adhesive, protected by a removable liner, for application to license plate substrates. Plates can be embossed and roll coated with either transparent or opaque roll coating inks, or dry roll coating foils. Plates made with digitally printed variable plate message sheeting need no roll coating.

2 Substrates

Metal cleanliness, pretreatment, and surface temperature are the most important factors for ensuring good adhesion of the sheeting to the metal substrate. For instructions on checking metal cleanliness, see Section 4.1, Quality Checklist: Metal Cleaning.

After metal straightening, aluminum entering the sheeting laminator should be in the temperature range of 105 ± 10 °F for optimal adhesion.

A minimum temperature of 70 °F is recommended.



Table 1 presents the desired characteristics of recommended aluminum stock materials.

Table 1. Typical aluminum stock characteristics

Al coil base	Base metal	Alloy		
		3105		
		Temper	H-18 or H-28	H-12 or H-22
Front surface	Pretreatment	Gauge (in.)	0.022	0.027 0.032
		Formulation	Trivalent chromium ^a or non-chromium conversion coat	
		Powdery residue	None	
Back surface	Pretreatment or polyester washcoat	Appearance	No change in coating pattern	
		Powdery residue	None	
		Appearance	No change in coating pattern	

- a. 3M has experimented extensively with license plate pretreatments. Results indicate that the following pretreatment combinations perform well:

Aluminum with Bonderite® M-CR 1430C pretreatment

Aluminum with back surface pretreatment or polyester washcoat

License plate manufacturers should consult with their aluminum stock supplier to discuss best options.

Note: Aluminum with Bonderite® 1455SF is not recommended for use in areas where license plate corrosion is considered a significant issue.

3 Procedure

3.1 Reflective Sheeting Application

Applicator operators must maintain proper side to side alignment of the sheeting on the metal by adjusting the steering on the 3M Squeeze Roll Applicator (16 inches) as needed.

For graphic printed sheeting, the 16 inch squeeze roll applicator adjustment must be set and monitored to maintain the correct repeat pattern measurement on the sheeting after it is applied to the metal substrate. On 3M applicators, this adjustment is set by the thumb-wheel switches on the applicator electronic control panel (refer to [Information Folder 9.4](#)).

3.2 Cut Blanks

Cut blanks must be stored on edge after being removed from the blanking press. Avoid packing blanks too tightly to minimize sticking of blanks and scuffing or scraping of sheeting.

The cut blanks must be stored for a minimum of 48 hours prior to embossing to allow the sheeting to reach maximum adhesion to the metal substrate. Check the adhesion of the sheeting to the metal after the 48 hour rest period (see Section 4.2. for details).

The surface of the license plate sheeting scratches easily. Care must be taken when handling cut blanks to prevent the sheeting surfaces from getting scratched.

Blanking dies must be kept sharpened as any burrs on the bolt holes or along the edges of the plate can scratch the surface of the sheeting.



3.3 Embossing

Embossing height must be uniform and maintained at a height sufficient to avoid smudging the background during roll coating.

- 1 Satisfactory embossing heights are usually in the range of 0.070 - 0.080 inches (1.8 - 2.0 mm).
- 2 If registration characters and fixed copy cannot be maintained at a uniform height, registration characters may be slightly higher, however, the difference between the registration character and fixed copy heights should not exceed 0.003 inches (0.076 mm).

Dies causing scuffing and cutting should be removed from production, polished, adjusted, and/or repaired before being put back into use.

Check all new die setups for roll coating quality before beginning any volume production.

Cover the tops of racks of embossed plates to prevent accumulation of dust and other foreign matter.

License plate blanks must be handled with care during the embossing operation to prevent scratching their sheeting surfaces.

3.4 Roll Coat and Oven Drying Operations

The roll coat color should be applied to match the shade established by the appropriate state agency.

- 1 Mount sample plates on or near roll coaters for operator reference. See Section 4.3, Quality Checklist: Color Shade.
- 2 Match the color shade by adjusting the doctor roll on the roll coater (refer to roll coater operator's manual).

Roll coat ink can be thinned as necessary according to the manufacturer's recommendations.

- 1 Colors may be pre-thinned using up to 10% by weight of the recommended thinner.
- 2 Additional thinning on the rolls using a pistol oiler or spray may be necessary to keep the ink from drying on the rolls during equipment shutdowns or other production delays.

Roll coat ink smudges on background areas of plates must be removed prior to drying.

- o Smudges, or all of the wet coating, may be wiped off with a cloth saturated in a solvent recommended in the appropriate roll coat product bulletin. Wiped off plates must be completely dry before being re-coated.

Dry roll coat foils.

- o Dry roll coat foils are applied to clean, embossed plates using high quality roll-on dry roll coat machines capable of providing adequate heat and pressure. It is recommended that adhesion between dry roll coat foil and license plate sheeting be tested each time a new roll of foil is loaded onto the machine.

Consistent oven temperature and dwell time must be maintained to provide thorough curing of roll coat inks.

- o The hardness of the dried roll coat, when applied to the bare metal backside of the plate, must be sufficient to resist rupture of the coating by a "B" hardness pencil. See Section 4.4, Quality Checklist: Hardness Test.

License plates must be allowed to cool down to room temperature prior to being stacked and packaged.



4 Quality Checklist

4.1 Metal Cleaning

Test and record the cleanliness of the metal substrate using the Water Break Test.

- 1 Pour water onto the surface of the substrate.
- 2 The water should not bead up, but rather flow out to form a uniform film on the surface (see Figure 1).
- 3 Following the water break test, be sure to wipe the water off of the substrate before laminating the reflective sheeting.

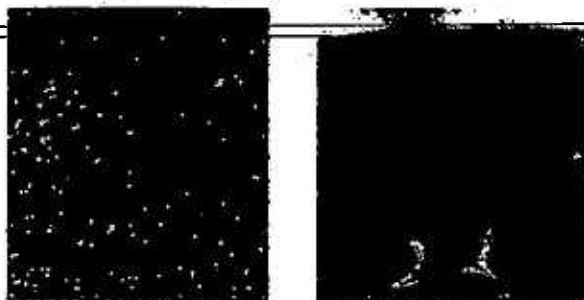


Figure 1. Water break test: the image on the left illustrates a failure, the image on the right, a pass.

4.2 Sheeting Adhesion

Test the sheeting adhesion on a scrap blank 48 hours after application of sheeting.

- 1 Starting at the rounded corner of a scrap blank, peel the sheeting away from the metal substrate with your fingernail.
- 2 Peel sheeting away until you have enough to hold with your fingers.
- 3 Hold the sheeting and pull it away from the substrate using uniform tension.
- 4 It should be difficult to impossible to peel the sheeting, including its adhesive, in one piece from the aluminum.
- 5 In case of a failure, recheck cleanliness of aluminum stock.

4.3 Color Shade

Compare the color shade on the roller coated plates with a target color shade sample and record lighter, equal to, or darker on a sample plate or sheeting.

If necessary, adjust roll clearances on the roll coater to achieve the correct color shade match.

4.4 Hardness Test

Test and record the hardness of the dried roll coat ink applied to the back of the license plate.

Emboss a blank upside down so the embossed alpha/numeric characters are on the backside of the blank.

With a set of graded drawing pencils consecutively rated for hardness B, HB, F, and H:

- 1 Press the lead into the surface at a 45° angle. Apply sufficient pressure in a forward direction to crumble the lead or penetrate the ink film, but not enough to break the main piece of lead.
- 2 Results shall be reported as the range of hardness of consecutive pencils, the softer of which crumbles, and the harder of which penetrates the ink film. Example: Pencil B-HB.
- 3 Ink coatings showing pencil hardnesses of B-HB or harder are needed for best reflectorized license plate durability and performance.



5 Environmental, Health, and Safety

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheets (SDS) and Article Information Sheets for important health, safety, and environmental information. Consult local regulations and authorities for possible restrictions. To obtain SDSs and Article Information Sheets for 3M products, go to 3M.com/SDS, contact 3M by mail, or for urgent requests call 1-800-364-3577.

6 Other Product Information

Always confirm that you have the most current version of the applicable product bulletin, information folder, or other product information from 3M's Website at 3M.com/VehicleRegistration.

7 Literature Reference

Before starting any job, be sure you have the most current Product and Instruction Bulletins.

<u>3M IF 9.4</u>	3M™ Squeeze Roll Applicator (16 inch)
<u>3M PB 3750/3750P</u>	3M™ Reflective License Plate Sheeting Series 3750
<u>3M PB 4770E/T</u>	3M™ Preclear Reflective License Plate Sheeting Series 4770E/4770T
<u>3M PB 4780E/T</u>	3M™ Preclear Reflective License Plate Sheeting Series 4780E/4780T
<u>3M PB 4790</u>	3M™ Preclear Reflective License Plate Sheeting Series 4790
<u>3M PB 4800/4900</u>	3M™ Roll Coat Inks Series 4800/4900
<u>3M PB 4850/4950</u>	3M™ Roll Coat Inks Series 4850/4950
<u>3M PB 6700</u>	3M™ High Definition Reflective License Plate Sheeting Series 6700
<u>3M PB 9250E/T</u>	3M™ Digital License Plate Reflective License Plate Sheeting Series 9250E/9250T
<u>3M PB HSF 100/200</u> and <u>DRF 300/400</u>	3M™ Dry Roller Coat Foil Series HSF 100/200 and DRF 300/400

For Information or Assistance

Call: 1-800-553-1380

In Canada Call:

1-800-3M HELPS (1-800-364-3577)

Internet:

<http://www.3M.com/roadsafety>

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Important Notice

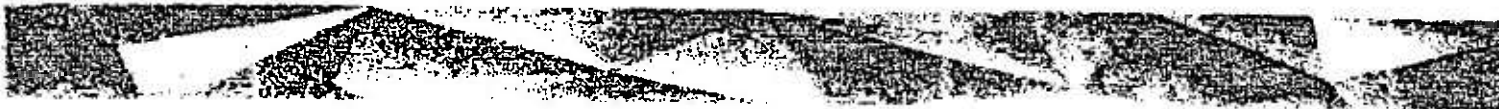
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3M EQUIPMENT BAILMENT AGREEMENT



EQUIPMENT BAILMENT AGREEMENT

This Equipment Bailment Agreement ("Agreement") is made as of _____, 2024 (the "Effective Date"), between 3M Company, acting through its Transportation Safety Division ("3M"), and the State of New Hampshire ("State"). 3M and Customer are referred to collectively as "Parties" and individually as "Party."

1. **Equipment.** 3M will deliver to Customer the equipment described on Attachment One (the "Equipment") on a bailment basis, which Customer will use for the sole purpose of manufacturing license plates and for no other purpose. The Equipment will be delivered to Customer's United States location agreed to by the Parties, and, if Customer moves the Equipment from that Customer site, Customer may only move it within the United States as necessary to apply 3M Products. 3M may enter any Customer site or other site at which the Equipment is located to assess Customer's compliance with its obligations under this Agreement. 3M is the Equipment owner and the Equipment will remain 3M's personal property. Customer will not sell, loan or encumber the Equipment. Customer authorizes 3M to file any and all appropriate documentation (including UCC financing statements) without Customer's signature to acknowledge 3M's Equipment ownership.

2. **Term.** This Agreement's term begins on the Effective Date and continues until terminated as stated in this Section 2 ("Term"). This Agreement may be terminated by 3M at any time on not less than 30 days' notice to Customer. In addition, 3M may take possession of any or all Equipment or require that Customer ship any or all Equipment to a 3M-designated location: (a) with 30 days' notice to Customer; and (b) without notice, if 3M deems, in its discretion, that Customer has not performed all of its obligations under this Agreement or that this action is prudent to avoid or minimize Equipment damage or loss. On 3M's request, Customer will return the Equipment in good working condition, to the 3M-designated address in either the original shipping container or an alternate shipping container providing at least equivalent protection. Customer agrees to pay any legal and other expenses related to 3M's efforts to take Equipment possession or to repair Equipment that is not returned to 3M in the proper working order.

3. **Equipment Requirements.** Customer must meet all 3M requirements as to the Equipment's storage, operation, maintenance and shipment ("Requirements") which include: (a) maintaining the Equipment in good working condition as recommended in the manufacturer information and any user manual provided by 3M (the "Manual"); (b) keeping all 3M labels on Equipment; (c) making no Equipment modifications except with 3M's prior written consent in each instance; and (d) operating the Equipment in accordance with the applicable 3M Manual. If the Equipment is not operating properly, then Customer will discontinue using the Equipment, contact 3M, and await direction from 3M as to how to proceed. 3M will determine if any Equipment repairs are to be made and if 3M will supply Customer with Equipment service parts. Customer assumes complete responsibility for all risk of loss or damage to Equipment from any cause whatsoever from the date of its delivery to Customer until shipment to 3M.

4. **No Warranty.** 3M PROVIDES THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. Customer has determined, prior to entering into this Agreement, the Equipment's suitability for Customer's intended use and assumes all risk and liability in connection with this determination.

5. **Notices.** 3M notices under this Agreement will be given to Customer at its then-current email or fax number. Customer notices under this Agreement will be given to 3M Commercial Branding & Transportation Division, 3M Center, Building 223-3W-33 Saint Paul, MN, 55144-1000, Attention: Joy Stahosky

6. **Limitations of Liability.** 3M IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) IN ANY WAY RELATED TO EQUIPMENT, THIS AGREEMENT, OR THIS AGREEMENT'S TERMINATION. THIS LIMITATION APPLIES REGARDLESS OF LEGAL OR EQUITABLE THEORY ASSERTED.

7. **General.** This Agreement will be interpreted under the laws of the State of Minnesota without regard to its conflicts of laws provisions. Any litigation relating to the Equipment, this Agreement, or this Agreement's termination, must be brought in a federal and state court of (state) Minnesota and the Parties consent to those courts' personal jurisdiction. Customer may not assign any of its rights or obligations under this Agreement, including any subcontracting of any obligation or the sale of fifty percent or more of Customer's stock or assets, without 3M's prior written consent. This Agreement may be waived or modified only by a written document signed by the Parties' authorized representatives. Any Party's failure or delay in exercising any right or remedy once or more will not waive that Party's right subsequently to require strict performance. This Agreement constitutes the entire agreement between the Parties with respect to the Equipment and terminates all the Parties' prior written or oral agreements as to this subject matter. All this Agreement's provisions including, without limitation, those relating to warranty, indemnification, and limitation of liability, will survive the Term's end and be fully enforceable thereafter to the full extent necessary to protect the Party in whose favor they run.

ACCEPTED AND AGREED:

3M COMPANY

State of New Hampshire

By: _____

By: _____

Printed Name: Maria Paraschou

Printed Name: _____

Title: Sr. Proposal & Contract Manager

Title: _____

Date: _____

Date: _____

ATTACHMENT ONE
TO
EQUIPMENT BAILMENT AGREEMENT
Equipment

Asset Description	Serial Number	Asset Tag Number
L/P APPLICATOR	548	724714
Wringer		891172
Electronic roll feed	658	2045335