



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 Office@das.nh.gov

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 23, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive Sole Source** amendment to an existing contract (Contract# 8003380) with Ennis-Flint, Inc. (VC #176028), Greensboro, NC, for the supply and delivery of road paint, by increasing the price limitation by \$7,153,315.42 from \$3,110,137.14 to an amount up to and not to exceed \$10,263,452.56, with no change to the contract completion date, effective upon Governor and Executive Council approval through February 28, 2027. The original contract was approved by the Governor and Executive Council on February 21, 2024, item #175.

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

This request is **Retroactive** due to agency over spend through routine usage and **Sole Source** due to the requested increase to the price limitation exceeding 10% of the original price limitation.

While conducting quarterly spend audits, it was discovered by the Bureau of Purchase and Property that higher than anticipated contract usage and subsequent spend against the original price limitation had occurred. This analysis was shared with and verified by the Department of Transportation (DOT), which is the primary contract user. The additional contract usage and spend was due to higher than anticipated road washouts due to inclement weather and subsequent repair work. Utilizing Business Intelligence reporting and verified by DOT, the average monthly spend has been \$223,883.25. Based on the average monthly spend it is forecasted that at current DOT usage levels that an additional \$7,153,315.42 would be required to cover the balance of the contract term, bringing the price limitation from \$3,110,137.14 to an amount up to and not to exceed \$10,263,452.56. The price limitation increase accounts for the current spend overage of \$471,994.80, and includes a vendor balance of product line allowance of \$828,368.01 for additional or unforeseen expenses.

Contract financials	
Current price limitation	\$3,110,137.14
Current spend against contract	\$3,582,131.94
Balance of contract term	\$5,852,952.61
Vendor balance of product line allowance	\$828,368.01
New requested Price limitation	\$10,263,452.56

Based on the foregoing, I am respectfully recommending approval of this **Retroactive Sole Source** contract amendment with Ennis-Flint, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Year	ACH Spend	P-Card Spend	Total Spend	Dates	Values	
					\$ 3,110,137.14	Price Limitation
2024	\$2,337,843.15	\$0.00	\$2,337,843.15	3/1/2024	\$ 223,883.25	Average Monthly Spend
2025	\$1,244,288.79	\$0.00	\$1,244,288.79	3/17/2025	\$ 3,582,131.94	Contract Spend to Date
2026					\$ 5,852,952.61	Estimated Contract Spend
2027					\$ 828,368.01	Vendor Allowance
					\$ 10,263,452.56	New Price Limitation
Totals	\$3,582,131.94	\$0.00	\$3,582,131.94			



**FIRSTAMENDMENT TO THE CONTRACT BETWEEN
ENNIS-FLINT, INC.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR ROAD PAINT
CONTRACT #8003380**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 15th day of April 2025, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Ennis-Flint, Inc. (hereinafter referred to as "the Contractor") for road paint.

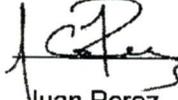
WHEREAS, pursuant to an agreement effective March 1, 2024, and set to expire February 28, 2027, (hereinafter referred to as "the Agreement"), the Contractor agreed to supply road paint for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$10,263,452.56
2. Amend Exhibit C, 1. Contract Price: Change to the following:
\$10,263,452.56
3. All other provisions of the Agreement, approved by the Governor and Executive Council on February 21, 2024, item #175, shall remain in full force and effect.

ENNIS-FLINT, INC.

By: 
Juan Perez
(Print Name)

Title: Director of Customer Operations

Date: 4/15/2025

STATE OF NEW HAMPSHIRE

By: 
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 6.25.25

OFFICE OF THE ATTORNEY GENERAL

By: 
Christen Lavers
(Print Name)

Title: Sr. Assistant Attorney General

Date: 7/10/25

The foregoing contract was approved by the
Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

Contractor Initials: 

Date: 4/15/2025

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 ENNIS-FLINT, INC. is a North Carolina Profit Corporation registered to transact business in New Hampshire on January 10, 2013. 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: **684928**

Certificate Number: **0007153397**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

Ennis-Flint, Inc.
4161 Piedmont Parkway
Suite 370
Greensboro, NC 27410
Phone: 800.331.8118

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Thomas Maziarz, President, Ennis-Flint, Inc. (the "Company"), does hereby appoint and authorize Juan Perez (the "Authorized Person") with the full power of substitution, for and in his name, to act as his attorney for the purposes of approving, executing and delivering in the name and on behalf of the Company: (a) any bids, proposals, bonds and contracts within the United States in connection with any call for tenders, request for proposals or bids, or other similar requests issued by federal, state, or local governments for the procurement of materials manufactured and sold by the Company.

IN WITNESS THEREOF, I have hereunto signed my name this 13 day of March, 2025.

For and on behalf of Ennis-Flint, Inc.

By: TE Maziarz
Name: Thomas Maziarz
Title: President

STATE OF NC

COUNTY OF Guilford

On this 13 day of March, 2025, personally appeared before me, the said named Thomas Maziarz to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My Commission Expires 4-22-25

Crystal S. Gentry
(Signature of Notary Public)

Notary Public (Official Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2025

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 MARSH USA LLC Six PPG Place, Suite 400 Pittsburgh, PA 15222-5499 (412) 552-5249 Ennis	CONTACT NAME: Leslie A. Kress PHONE (A/C, No, Ext): (412) 552-5249 E-MAIL ADDRESS: Leslie.A.Kress@marsh.com	FAX (A/C, No): (412) 552-5999	
	INSURER(S) AFFORDING COVERAGE		
INSURED Ennis-Flint Inc. a subsidiary of PPG Industries, Inc. 4161 Piedmont Parkway, Suite 370 Greensboro, NC 27010	INSURER A : Sentry Insurance Company		NAIC # 24988
	INSURER B : Sentry Casualty Company		28460
	INSURER C : N/A		N/A
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** CLE-007004646-11 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		90-04319-006	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		90-04319-004 (AOS) 90-04319-005 (MA) CA and OH liability self-insured except Heavy Trucks and Tractors	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PERSONAL USE \$ 300,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> 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 N	90-04319-001 (AOS) 90-04319-002 (HI,ND,WI,WY) 90-04319-010 (CA,DE,FL,IA,NC,PA)	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> SPECIFIC EXCESS WORKERS COMP. & EMPLOYERS LIABILITY		90-04319-007 (OH, WA)	07/01/2025	07/01/2026	W.C./E.L. Statutory/\$1MM Self-Insured Retention 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: NH DOT.
 Evidence of Insurance.

CERTIFICATE HOLDER State of New Hampshire Attn: Department of Administrative Services Bureau of Purchase and Property 25 Capitol St. Room 102 Concord, NH 03301	CANCELLATION 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 of Marsh USA LLC <i>Marsh USA LLC</i>
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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3101 | Office@das.nh.gov

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 21, 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 Ennis-Flint, Inc. (VC#176028), Greensboro NC, in an amount up to and not to exceed \$3,110,137.14 for road paint supply and deliver, with the option to renew for up to an additional two years effective upon Governor and Executive Council approval for the period March 1, 2024 through February 28, 2027.

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) 2852-24 on November 11, 2023 with responses due on December 15, 2023. This RFB reached 95 vendors through the NIGP electronic sourcing platform with an additional 13 directly sourced. There were 4 compliant responses received with the incumbent contractor, Ennis-Flint, Inc., submitting the lowest total pricing. Ennis-Flint, Inc.'s pricing represents a cost avoidance of \$240,504.80 and \$152,776.60 respectively when compared to other respondents pricing. It is important to note that Ennis-Flint provided a minimal increased amount of \$55,139.92 compared to the current contract pricing. This request is to award Ennis-Flint, Inc. the road paint supply and delivery contract in order to provide access to road paint at competitive prices statewide.

The requested price limitation for this contract is \$3,110,137.14; and is inclusive of anticipated State approved project needs (i.e., balance of product and unforeseen storm damage repairs to State roadway infrastructure for the 3-year term of the requested contract), in conjunction with a permitted price escalation clause built within the terms of the contract and shall be effective on the anniversary date of this contract annually; however it shall be capped at 3.5% per annum, not to be levied on any pre-existing mixed batches of product for shipment.

The proposed contract with Ennis-Flint, Inc. also includes a provision whereby price decreases take effect as they become available to the general trade which will be closely monitored by the BoPP.

Upon approval the BoPP will monitor market conditions closely to capitalize on any cost reductions as the market trends normalize.

Contract financials	
Estimated term spend (3 year)	\$2,827,397.40
Add allowance for balance of product & unforeseen needs	\$282,739.74
Recommended price limitation	\$3,110,137.14

Based on the foregoing, I am respectfully recommending approval of the contract with Ennis-Flint, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Bid Description	Road Paint Supply and Deliver	Agency	Statewide
RFB#	2582-24		
Agent Name	Liz Moskalenko	Bid Closing	12/15/23

Description	UOM	Estimated Usage	Ennis-Flint, Inc.,		Franklin Paint Co. Inc.		Qzark Materials, LLC	
			Price Each UOM	Quoted Price	Price Each UOM	Quoted Price	Price Each UOM	Quoted Price
Fast Dry White Paint, 250/275 Gallon Tote	Gal	114,950	\$12.04	\$1,383,998.00	\$13.13	\$1,509,293.50	\$12.59	\$1,447,220.50
Fast Dry Yellow Paint, 250/275 Gallon Tote	Gal	14,950	\$11.65	\$1,339,167.50	\$13.31	\$1,529,984.50	\$12.39	\$1,424,230.50
Fast Dry White Paint, 55 Gallon Drum	Gal	1,100	\$13.12	\$14,432.00	\$13.73	\$15,103.00	\$12.99	\$14,289.00
Fast Dry White Paint, 5 Gallon Pail	Gal	600	\$14.18	\$8,508.00	\$14.31	\$8,586.00	\$14.99	\$8,994.00
Fast Dry White Paint, 5 Gallon Pail	Gal	300	\$14.18	\$4,254.00	\$14.49	\$4,347.00	\$14.78	\$4,434.00
Fast Dry Low Temperature Yellow Paint 250/275 Tote	Gal	3,025	\$12.04	\$36,421.00	No Bid	\$0.00	\$13.39	\$40,504.75
Fast Dry Low Temperature White Paint 250/275 Tote	Gal	3,025	\$12.96	\$39,204.00	No Bid	\$0.00	\$13.25	\$40,081.25
Empty 55-Gallon Drum	Ea	10	\$141.29	\$1,412.90	\$58.82	\$588.20	\$42.00	\$420.00
				\$282,739.74		\$3,077,909.20		\$2,980,874.00

Totals based on estimated quantities, refer to "Recommended Contract Price Limitation" for awarded contract amount below

Addition for Market Increases & Balance of Product & Agency infrastructural rebuild/repair operational projects

Recommended Contract Price Limitation

\$282,739.74

\$3,110,137.14

Special Notes for Aggregates in Total: It is important to note that Ennis-Flint provided a minimal increased amount of \$55,139.92 compared to the current contract pricing.

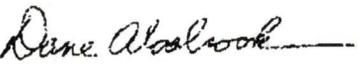
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Ennis-Flint, Inc.		1.4 Contractor Address 4161 Piedmont Pkwy, Suite 370, Greensboro, NC 27410	
1.5 Contractor Phone Number 336-308-3794	1.6 Account Unit and Class Various	1.7 Completion Date 02/28/2027	1.8 Price Limitation \$3,110,137.14
1.9 Contracting Officer, for State Agency Liz Moskalenko		1.10 State Agency Telephone Number 603-271-3122	
1.11 Contractor Signature  Date: 12/27/2023		1.12 Name and Title of Contractor Signatory Dane Alsbrook, Director of Contract Administration	
1.13 State Agency Signature  Date: 1/29/24		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: February 6, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: <i>175</i>  SECRETARY OF STATE O&C Meeting Date: _____			

FEB 21 2024

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:**

Ennis-Flint, Inc. (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 Ennis- Flint, Inc., in accordance with the bid submission in response to State Request for Bid 2852-24 and as described herein.

2. **CONTRACT DOCUMENTS:**

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 2852-24
- EXHIBIT E Contractor's Bid Response

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 2852-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. **TERM OF CONTRACT:**

The term of the contract shall commence March 1, 2024 or upon execution by the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. **SCOPE OF WORK:**

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

TOTE CONTAINER SIZE:

- **STAINLESS STEEL**
Containers shall be 250 gallons or less
- **BOTTLE AND CAGE CONTAINERS**
Containers shall contain a maximum of 275 gallons
- **OTHER STYLE TOTE CONTAINERS**
Other style tote containers may be proposed and are subject to review and approval by Agency prior to usage.
Containers shall contain a maximum of 275 gallons

Contractor shall consistently supply product as submitted and approved through pre-bid testing and infrared analysis. Before each successive season, and at any time the Contractor supplies product from a different plant/location, new samples proposed to be delivered must be submitted to NHDOT lab for approval prior to shipment of product, similar to pre-bid testing. Approval testing shall also include subsequent vendor paid transportation of samples and infrared analysis.

If subcontractors are to be utilized, please include information regarding the proposed subcontractors including the name of company, address, contact information 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. USAGE REPORTING:

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, and sent electronically to Liz Moskalenko to Elizabeth.A.Moskalenko@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.)
- 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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide Road Paint strictly pursuant to, and in conformity with, the specifications described in State RFB #2852-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this 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://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpvq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpvq5i45))/welcome.aspx).

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.

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

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.

8. CONFIDENTIALITY & CRIMINAL RECORD:

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.

9. SHIPMENTS:

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

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

Standard business day and hours of operation:

- Orders for paint to be delivered to any of the remote locations shall be placed for order a minimum of 14 calendar days prior to the scheduled project start date. An alternative Remote Delivery Location within 50 miles of a listed location may be substituted at the time of order.
- All Contractor must ensure shipments to Remote Delivery Locations will be scheduled with the freight carriers to arrive between 6:00 AM and 8:00 AM Monday through Friday (with exception of State recognized holidays).
- Transporters are able to park for deliveries at required remote DOT facilities, out of way of normal State business and employee parking.

- Contractor and Transporters must communicate with the DOT delivery contact at least twenty-four (24) hours prior to delivery (pending shipping location distance to DOT facility) and update with any status changes.
- The State shall place the remote order using email to the vendor's "contract managers" email address as stated in the bid solicitation submitted. If there is a change in contract manager, it shall be the Contractors' responsibility to notify the state Bureau of Traffic of the change via email and supply the name and email for the new contract manager.
- The Contractor shall have 24 hrs. from receipt of order to email confirmation they shall make complete delivery by the date stated on the order email or email confirmation they cannot meet the delivery date requested. If Contractor cannot meet the delivery date requested, the Contractor may offer a revised delivery date that they can make delivery for.
- If the State accepts this revised delivery date offered by the Contractor, it shall become the confirmed delivery date.
- If the Contractor confirms that they will meet the delivery date requested on the order email, the stated delivery date shall become firm and the state will schedule staffing, lodging, travel and other logistics around the confirmed delivery date.

10. DELIVERY - TIME, COMMUNICATION AND LATE DELIVERY PENALTIES (APPLIES TO REMOTE DELIVERY LOCATIONS ONLY):

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

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

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

11. SHIPPING MANIFESTS:

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

12. LONGEVITY OF PRE-BID AWARD TESTING RESULTS:

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

EXHIBIT C - METHOD OF PAYMENT

13. CONTRACT PRICE:

The Contractor hereby agrees to provide Road Paint in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$3,110,137.14; 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.

14. PRICING STRUCTURE:

Section A		
Gal	Fast Dry White Paint, 250/275 Gallon Tote	\$12.04
Gal	Fast Dry Yellow Paint, 250/275 Gallon Tote	\$11.65
Gal	Fast Dry White Paint, 55 Gallon Drum	\$13.12
Gal	Fast Dry White Paint, 5 Gallon Pail	\$14.18
Gal	Fast Dry Yellow Paint, 5 Gallon Pail	\$14.18
Section B		
Gal	Fast Dry Low Temperature Yellow Paint 250/275 Tote	\$12.04
Gal	Fast Dry Low Temperature White Paint 250/275 Tote	\$12.96
Ea.	Empty 55 Gallon Drum	\$141.29

15. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies. During the term of contract, the State may purchase other items that relate to Road Paint represented herein from the successful Contractors Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

16. DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations, 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.

PRIMARY DELIVERY LOCATION	REMOTE DELIVERY LOCATIONS				
LOCATION A	LOCATION B	LOCATION C	LOCATION D	LOCATION E	LOCATION F
State of NH DOT Bureau of Traffic 18 Smokey Bear Blvd, Concord NH, 03302	State of NH DOT Bureau of Traffic 201 Dells Road Littleton NH, 03561	State of NH DOT Bureau of Traffic Morin Drive Gorham NH. 03581	State of NH DOT Bureau of Traffic 8 Grant Road Columbia NH, 03576	State of NH DOT Bureau of Traffic 19 Base Hill Road Swanzey NH, 03561	State of NH DOT Bureau of Traffic Glen Patrol Shed 88 Route 302 Bartlett, NH, 03838

If required, please see NH District Map for clarifications [MaintenanceDistrictsEngineers.mxd \(nh.gov\)](#).

17. INVOICE:

Itemized invoices shall be submitted to the individual agency after the completion of services and shall include a brief description of the work done along with the location of work.

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

The invoice shall be sent to the address of the using agency under agreement.

18. PAYMENT:

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>. State delivery and billing contacts Eric Healey or Robert Havey 603-271-1685.

EXHIBIT D

RFB #2852-24 is incorporated here within.

EXHIBIT E

Contractor's Bid 2852-24 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 ENNIS-FLINT, INC. is a North Carolina Profit Corporation registered to transact business in New Hampshire on January 10, 2013. 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: 684928

Certificate Number: 0006362785



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 December A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a horizontal line.

David M. Scanlan
Secretary of State



4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
T: 336-436-9424
E: lgreer@ennisflint.com
ppg.com

Laura A. Greer
Senior Counsel – Protective & Marine
Coatings and Traffic Solutions

CERTIFICATE OF SIGNATORY AUTHORITY

December 27, 2023

The undersigned, as Secretary for Ennis-Flint, Inc. doing business as PPG Traffic Solutions (the "Company"), hereby certifies that Dane Alsbrook has the express authority to approve, execute and deliver in the name and on behalf of the Company any bids, proposals, bonds and contracts within the United States in connection with any call for tenders, request for proposals or bids, or other similar requests issued by federal, state, or local governments for the procurement of materials manufactured and sold by the Company.

A handwritten signature in black ink, appearing to read 'Laura A. Greer'.

Laura A. Greer
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2023

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 MARSH USA LLC. Six PPG Place, Suite 400 Pittsburgh, PA 15222-5499 (412) 552-5249	CONTACT NAME: Leslie A. Kress PHONE (A/C, No, Ext): (412) 552-5249 E-MAIL ADDRESS: Leslie.A.Kress@marsh.com	FAX (A/C, No): (412) 552-5999
	INSURER(S) AFFORDING COVERAGE	
CN102240308-PPG-GAWUW-23-24 Ennis	INSURER A: Sentry Insurance Company	NAIC # 24988
INSURED Ennis-Flint Inc. a subsidiary of PPG Industries, Inc. 4161 Piedmont Parkway, Suite 370 Greensboro, NC 27610	INSURER B: Sentry Casualty Company	28460
	INSURER C: N/A	N/A
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CLE-007004646-08 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 SUBR INSD YVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		90-04319-006	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPOP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		90-04319-004 (AOS); 90-04319-005 (MA) CA and OH liability self-insured except Heavy Trucks and Tractors	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PERSONAL USE \$ 300,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	90-04319-001 (AOS) 90-04319-002 (HI,ND,WI,WY) 90-04319-010 (CA,DE,FL,IA,NC,PA)	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> SPECIFIC EXCESS WORKERS COMP. & EMPLOYERS LIABILITY		90-04319-007 (OH, WA)	07/01/2023	07/01/2024	W.C./E.L. Statutory \$1MM Self-Insured Retention 5,000,000

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

RE: NH DOT.

Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Attn: Department of Administrative Services Bureau of Purchase and Property 25 Capitol St. 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 of Marsh USA LLC <i>Marsh USA LLC</i>
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STATE OF NEW HAMPSHIRE
 BUREAU OF PURCHASE AND PROPERTY
 STATE HOUSE ANNEX
 25 CAPITOL STREET
 CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 01 TO BID INVITATION # 2852-24

Posted: 11/21/2023

DATE OF BID CLOSING: 12/15/2023

TIME OF BID CLOSING: 11:00 AM (EST)

FOR: Road Paint Supply & Deliver

Vendor Question(s):

What is the mil-spec that is needed?

Agency Response(s):

While the closest related Federal Specification is TT-P-1952F – "PAINT, TRAFFIC AND AIRFIELD MARKING, WATERBORNE," this solicitation is seeking materials in compliance with the specification attached to the State of New Hampshire solicitation, which may or may not be consistent with the Federal specification. Conformance with Federal Specification TT-P-1952F does not ensure the material conforms to the State of NH specification nor ensures its acceptability under this solicitation. The State of NH

PURCHASING AGENT: Liz Moskalenko
TEL. NO.: 603-271-3122
E-Mail: NH.Purchasing@das.nh.gov

NOTE: UPON EXECUTION AND SUBMISSION OF THIS DOCUMENT, THE RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID. ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID DOCUMENTS TO ENSURE COMPLIANCY.

BIDDER	<u>Ennis- Flint, Inc.</u>	ADDRESS	<u>4161 Piedmont Parkway - Suite 370</u>
BY	<u><i>Dane Alsabrook</i></u> (this document must be signed)		<u>Greensboro, NC 27410</u>
	<u>Dane Alsabrook</u> (please type or print name)	TEL. NO.	<u>800-331-8118</u>

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



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
25 Capitol Street - Room 102
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Gary Lunetta
Director
(603) 271-2201

INVITATION TO BID

November 17, 2023

NOTICE OF BID #2852-24

TITLE: **ROAD PAINT SUPPLY & DELIVER.**

SUBMISSION DEADLINE DATE AND TIME: **December 15, 2023 11:00 AM EST**

The State of New Hampshire is soliciting bid requests for the above. To participate, please go to the State of New Hampshire, Department of Administrative Services (DAS), Bureau of Purchase and Property Website at:

Current Bidding Opportunities *

*Note: If link does not work, please type <https://apps.das.nh.gov/bidscontracts/bids.aspx>

- Click on the "Search by Bid #" field and enter in the bid number above.
- Click on "Search" button to bring up the listing.
- In the column below "Bid #" click on the link to view the bid packet.
- All attachments and addenda will appear in the following columns.

Prior to submitting your bids, be sure to check this site to see if any addenda have been issued.

Sincerely,
Liz Maskalenko
Purchasing Agent
Telephone: 603-271-3122
E-mail: NH.Purchasing@das.nh.gov

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 12-1-2023

Company Name: Ennis- Flint, Inc.
Address: 4161 Piedmont Parkway
Suite 370
Greensboro, NC 27410

To: Point of Contact: Liz Moskalenko
Telephone: 603-271-3122
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Road Paint Supply & Deliver
Bid Number: 2852-24
Bid Posted Date (on or by): 11/17/2023
Bid Closing Date and Time: 12/15/2023 @ 11:00 AM (EST)

[Insert name of signor] Dane Alsbrook, on behalf of Ennis- Flint, Inc. [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID #2852-24 for Road Paint Supply & Deliver at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

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

Authorized Signor's Signature  Authorized Signor's Title Director of Contract Administration

**REQUEST FOR BID FOR
ROAD PAINT SUPPLY & DELIVER
FOR THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for the supply and delivery of Road Paint 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.

INSTRUCTIONS TO VENDOR:

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

BID SUBMITTAL:

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

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

BID INQUIRIES:

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.

Questions shall be submitted by email to Liz Moskalenko at Elizabeth.A.Moskalenko@DAS.NH.Gov.

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

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.

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.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, 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>.

TIMELINE:

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.

11/17/2023	Bid Solicitation distributed on or by
12/01/2023	Last day for questions, clarifications, and/or requested changes to bid
12/04/2023	Samples to be received by 1:30 PM
12/15/2023	11:00 AM (EST) Bid Closing
03/01/2024	Implementation of Contract
04/01/2024	First Delivery Expected

TERMS OF SUBMISSION:

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.

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

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

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

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.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

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.

CONTRACT TERM:

The term of the contract shall commence on March 1, 2024 or upon approval of the Governor and Executive Council, whichever is later, through February 28 2027, a period of approximately three (3) years.

The contract may be extended for up to an additional two (2) 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 Governor and Executive Council.

CONTRACT AWARD:

The award shall be made to the Vendor meeting the criteria established in this RFB and 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.

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.

NOTIFICATION AND AWARD OF CONTRACT(S):

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).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

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.**

LIABILITY:

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.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

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.

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:

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.

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

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, 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.

By submitting a proposal, Bidders acknowledge and agree that:

- 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;
- 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
- 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.

TERMINATION:

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.

VENDOR CERTIFICATIONS:

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.

- **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>.
- **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/>.
- **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.

BID PRICES:

Bid prices shall remain firm for term of this contract and may be adjusted on the anniversary date, 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.

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

Price decreases shall become effective immediately as they become effective to the general trade.

Updated Published Price List MUST be e-mailed to Liz Moskalenko at Elizabeth.A.Moskalenko@DAS.NH.Gov.

PRICE ADJUSTMENTS:

The successful Vendor may request price adjustment each year of the contract period to take effect on the annual anniversary date of this contract. Requested price adjustment shall not be in excess of 3.5% capped per annum. Price increase for any product shall not be levied on pre-existing mixed batches of product for shipment, if previously purchased (prior to market increase) pre-mixed ingredients, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no later than October 15 prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

AUDITS AND ACCOUNTING:

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

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

ESTIMATED USAGE:

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

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Liz Moskalenko at The Bureau of Procurement & Support Services and sent electronically to Elizabeth.A.Moskalenko@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:
 - Types and volume of packaging used for transport
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:

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.

ELIGIBLE PARTICIPANTS:

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

PAYMENT:

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.

INVOICING:

Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

TERMS OF PAYMENT:

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.

VENDOR RESPONSIBILITY:

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 the 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.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

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>.

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- 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)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- 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.

SPECIFICATION COMPLIANCE:

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

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all product 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.

New Hampshire Department of Transportation Specifications indicated in this bid are equivalent to the product quality required. You may bid different manufactured product; however, your offer shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Product that does not meet the minimum DOT specifications shall not be accepted. Product samples, literature and specifications shall be required on or by the date specified in this bid document timeline.

SPECIFICATIONS:

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.

SCOPE OF WORK:

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

See Attachment A: State of New Hampshire Department of Transportation Specifications

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.

WARRANTY REQUIREMENTS:

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.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

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.

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.

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.

NON-EXCLUSIVE CONTRACT:

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.

DELIVERY TIME:

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order. See Attachment B for anticipated delivery schedule.

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

RETURNED GOODS:

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

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

SHIPMENTS:

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

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

Standard business day and hours of operation:

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

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

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

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

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

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

TOTE CONTAINER SIZE:

- **STAINLESS STEEL**
Containers shall be 250 gallons or less
- **BOTTLE AND CAGE CONTAINERS**
Containers shall contain a maximum of 275 gallons
- **OTHER STYLE TOTE CONTAINERS**
Other style tote containers may be proposed by bidder subject to review and approval by Agency prior to award. Containers shall contain a maximum of 275 gallons

SHIPPING MANIFESTS:

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

PRE-BID AWARD PRODUCT SAMPLING & TESTING:

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

SAMPLES MUST BE RECEIVED PRIOR TO 11/30/2023 1:30 PM AT THE FOLLOWING LOCATION

Department of Transportation
Bureau of Traffic
18 Smokey Bear Blvd,
Concord NH, 03302
Attn: Lee Baronas

The State of New Hampshire Bureau of Traffic will maintain a chain of custody for tracking purposes.

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

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

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

LONGEVITY OF PRE-BID AWARD TESTING RESULTS:

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

SAMPLE FAILURE PROCEDURE:

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

Within five (5) business days after delivery to the independent lab, test results must be submitted to the following State address:

Department of Transportation,
Bureau of Materials and Research
5 Hazen Dr., PO Box 483,
Concord NH, 03302.

SAMPLE ACCEPTANCE:

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

APPROVED LABORATORIES

CPI LABORATORIES, INC.
4403 Donker Court SE
Grand Rapids, MI 49512
Tel: 616 940-3112

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

Vendor shall consistently supply product as submitted and approved through pre-bid testing and infrared analysis. Before each successive season, and at any time the Vendor supplies product from a different plant/location, new samples proposed to be delivered must be submitted to NHDOT lab for approval prior to shipment of product, similar to pre-bid testing. Approval testing shall also include subsequent vendor paid transportation of samples and infrared analysis.

RAW MATERIALS:

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

Any materials not conforming will be rejected and removed at the Vendors expense.

OFFER:

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.

QTY	UNIT	DESCRIPTION	UNIT COST	EXT. COST
Section A				
114,950	Gal	Fast Dry White Paint, 250/275 Gallon Tote	\$ 12.04	\$1,383,998.00
114,950	Gal	Fast Dry Yellow Paint, 250/275 Gallon Tote	\$ 11.65	\$ 1,339,167.50
1,100*	Gal	Fast Dry White Paint, 55 Gallon Drum	\$ 13.12	\$ 14,432.00
600	Gal	Fast Dry White Paint, 5 Gallon Pail	\$ 14.18	\$ 8,508.00
300*	Gal	Fast Dry Yellow Paint, 5 Gallon Pail	\$ 14.18	\$ 4,254.00
Section B -- No Pre-bid Testing Required				
3,025*	Gal	Fast Dry Low Temperature Yellow Paint 250/275 Tote	\$ 12.04	\$ 36,421.00
3,025*	Gal	Fast Dry Low Temperature White Paint 250/275 Tote	\$ 12.96	\$ 39,204.00
10*	EA	Empty 55 Gallon Drum	\$ 141.29	\$ 1,412.90
			TOTAL	\$2,827,397.40
*Quantity values estimated for bidding purpose. Items not included in Delivery Schedule.				

VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

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 Road Paint 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".

MINIMUM ORDERS:

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

DELIVERY LOCATIONS:

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

PRIMARY DELIVERY LOCATION	REMOTE DELIVERY LOCATIONS				
LOCATION A State of NH DOT Bureau of Traffic 18 Smokey Bear Blvd, Concord NH, 03302	LOCATION B State of NH DOT Bureau of Traffic 201 Della Road Littleton NH, 03561	LOCATION C State of NH DOT Bureau of Traffic Morin Drive Gorham NH, 03581	LOCATION D State of NH DOT Bureau of Traffic 8 Grant Road Columbia NH, 03576	LOCATION E State of NH DOT Bureau of Traffic 19 Base Hill Road Swanzey NH, 03561	LOCATION F State of NH DOT Bureau of Traffic Glen Patrol Shed 88 Route 302 Bartlett, NH, 03833

If required, please see NH District Map for clarifications [MaintenanceDistrictsEngineers.mxd \(nh.gov\)](#).

STATE DELIVERY / BILLING CONTACTS

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

RETURNED GOODS:

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

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

VENDOR CONTACT INFORMATION:

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

Kelli AH-Keen	336-308-3794	800-331-8118
Contact Person	Local Telephone Number	Toll Free Telephone Number
KAH-Keen@ppg.com	www.ennisflint.com	
E-mail Address	Company Website	
Ennis- Flint, Inc.	4161 Piedmont Parkway - Suite 370	
Vendor Company Name	Vendor Address	
	Greensboro, NC 27410	
684928	16-015-7624	
Vendor Number	DUNS and/or SAM.GOV Number	

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

ATTACHMENTS:

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

- Attachment A: DOT Bureau of Traffic Specification
- Attachment B: Delivery Schedule
- Attachment C: Eligible Participant
- Attachment D: Sample P-37 Form

Attachment A

**STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF TRAFFIC SPECIFICATIONS**

WHITE AND YELLOW WATERBORNE TRAFFIC PAINT

GENERAL

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

FAST DRY PAINT

- 2.1 Paint: Shall comply with the following:

STANDARD WHITE TRAFFIC PAINT

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

STANDARD YELLOW TRAFFIC PAINT

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

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

PROPERTY	TEST METHOD	REQUIREMENTS
Viscosity (Krebs units)	ASTM D562	80 min to 92 max. @ 25°C (77°F)
Fineness of Grind	ASTM D1210	4 min.
Drying time	ASTM D711 with wet film thickness of 15 mils	Standard Paint - 10 minutes max. @ 25°C (77°F)
Flexibility	FSS TT-P-1952F, section 4.5.5, using 1/2" mandrel bend	No cracking or flaking
Dry opacity (contrast ratio)	ASTM D2805 with wet film thickness of 5 mils	0.96 min.
Daylight reflectance	Fed test method no. 141c	85% min. for white paint 50% min. for yellow paint
Bleeding (ratio)	FSS TT-P-1952F	0.97 min.
Scrub resistance	ASTM D2486	Pass 500 cycles
Freeze-thaw stability	FSS TT-P-1952F	<=10 % change
Heat Stability (Krebs units)	FSS TT-P-1952F	<=10 % change

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

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

Table 1

Color	8		9		10			
	x	y	x	y	x	y		
White	0.330	0.370	0.355	0.345	0.310	0.300	0.285	0.325
Yellow	0.515	0.465	0.505	0.430	0.440	0.415	0.420	0.443

Chromaticity Coordinates

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

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

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

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

LOW TEMPERATURE PAINT

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

Requirements for Low Temperature Waterborne WHITE and YELLOW Traffic Paint

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

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

- 3.2 **Prohibited Material:** See Section 2.10.
- 3.3 **Condition in Container:** See Section 2.5.

- 3.4 "No Track" Time – The "No Tracking" condition shall be determined by actual application on the pavement at a wet film thickness of 1.5 mils with white or yellow paint covered with glass beads at a rate of 8 pounds per gallon. The paint lines for this test shall be applied with the striping equipment with the paint at temperatures between 85°-105°F at the spray orifice. The "No Tracking" time shall be determined by passing over the paint line after the specified time, in a simulated passing maneuver at a constant speed of 30 to 40 miles per hour with a passenger car. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of approximately 50 feet from the point where the test vehicle has crossed the line, shall be considered as showing "No Tracking" and conforming to the requirement for field drying conditions. This field dry time test shall be used for production samples only.

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

- 3.5 Safety Data Sheets: (OSHA form 20 or equivalent) pertinent to all materials in this product shall be provided with each delivery.
- 3.6 Storage Stability: See Section 2.9

PACKAGING

- 4.1 All materials furnished under these specifications shall be shipped in strong, new five (5) gallon buckets/pails, new fifty-five (55) gallon drums, reusable two hundred and seventy five (275) gallon or two hundred and fifty (250) gallon stackable tote containers as called for.
- 4.2 The containers (totes) may be stainless steel or composite-intermediate bulk containers (IBCs) made of high density polyethylene (HDPE) enclosed by a galvanized square tubular steel cage. Alternative style tote containers may be proposed by bidder subject to review and approval by Agency prior to award and shall otherwise comply with these requirements. The containers (totes) shall be 250 gallons or if IBCs can also be 275-gallon containers. Totes shall have the ability to be stacked two high when completely filled with paint. These totes shall have a lever operated 2 inch bottom outlet valve furnished with an easily accessible "male quick disconnect", 2 inch hose connection compatible to the Department's equipment and a top port with either a bung hole or equalizer vent.
- 4.2.1 Totes shall be constructed of sufficient strength to withstand repeated use of filling and transporting in order to avoid leakage over the life of the totes. The tote size may vary but the total weight of the container and paint must be less than 4,100 lbs. These totes shall be mounted on a platform, which will serve as a skid for easy forklift handling.
- 4.2.2 All totes will be the property of the bidder, and the bidder shall have an adequate quantity of totes to meet the paint delivery schedule.
- 4.2.3 *Stainless Steel totes will have a minimum 6 mil. tote liner to prevent leakage and contamination. This bag shall be secured at the top and bottom of the tote to prevent collapsing within the tote while emptying and will be attached in a way to allow for proper venting while tote is being emptied. Tote bags shall be changed after each use and shall not be reused to prevent residue build up in tote or outlet.*
- 4.2.4 *When IBCs are used, the contractor shall submit for review prior to first delivery the cleaning method used to clean the IBCs prior to refilling with paint.*
- 4.2.6 Totes shall be UN/DOT certified for shipping and handling of bulk liquids with a maximum of 1.9 specific gravity as required by Code of Federal Regulations (CFR) Title 49 Part 178. The paint for totes shall be screened with a #20 screen (see below for screen size for paint in buckets/pails) prior to packaging and a minimum amount of water shall be floated on the surface to prevent skinning.
- 4.2.7 The bidder/contracted vendor must remove totes from the Department's facility throughout the season within 10 working days after email notification has been sent for empty totes to be picked. All remaining empty totes must be picked up from the Department's facility by December 1 of each year unless both parties have agreed to other arrangements. In some cases, a limited number of totes may be emptied during the calendar year following delivery.

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

SAMPLING AND INSPECTION

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

Attachment B

STATE OF NEW HAMPSHIRE DELIVERY SCHEDULE

**Distribution of Road Paint Deliveries
2024**

State Fiscal Year	Due Date (deliver on or before)	Quantity* (gallons)			
		Fast Dry Yellow In Totes (250 or 275 gal)	Fast Dry White In Totes (250 or 275 gal)	Fast Dry White In Drums (55 gal)	Fast Dry White In Buckets (5 gal)
FY 2024	March 29, 2024	6,050	6,050		
	April 05	6,050	6,050		300
	April 12	6,050	6,050		
	April 19	6,050	6,050		
	April 26	6,050	6,050		
	May 03	6,050	6,050		
	May 10	6,050	6,050		
	May 17	6,050	6,050		
	May 24, 2024	6,050	6,050		
FY 2024 Total		54,450	54,450	0	300
FY 2025	June 28, 2024	6,050	6,050		300
	July 05	6,050	6,050		
	July 12	6,050	6,050		
	July 19	6,050	6,050		
	July 26	6,050	6,050		
	August 02	6,050	6,050		
	August 09	6,050	6,050		
	August 16	6,050	6,050		
	August 23	6,050	6,050		
	August 30, 2024	6,050	6,050		
FY 2025 Total		60,500	60,500	0	300
CY 2024 Total		114,950	114,950	0	600

Included in the deliveries listed above are 10 deliveries of 3,025 gallons each required to be delivered to remote locations during this contract period. These deliveries include one delivery each of fast dry white totes and fast dry yellow totes to each of 5 remote locations.

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

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

Attachment C

ELIGIBLE PARTICIPANTS

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

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

**ATTACHMENT D
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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> 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, formulas, 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.



ENNIS-FLINT
A Traffic Safety Solutions Company

New Hampshire BID INVITATION #2852-24

Sample Submissions 2023
Water Based

NH DEPARTMENT OF TRANSPORTATION
TRAFFIC BUREAU
18 SMOKEY BEAR BLVD
CONCORD, NH 03302
603-271-3122
ATTN: LEE BARONAS

Product	Type	color	Paint sample included
982911	Waterborne Paint	White	2 x 1 Liter
982912	Waterborne Paint	Yellow	2 x 1 Liter

Ennis -Flint
4161 Piedmont Parkway
Suite 370
Greensboro, NC 27410
Phone: 1-800-331-8118
klyne@ennisflint.com

Certificate of Compliance

Manufacturer:



Ennis -Flint

4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
Phone: 800/331-8118

Date: 11/22/2023

Description: Waterborne traffic marking paint

Code: 982911 NHW-34-M-1

Batch: BID INVITATION #2852-24

Color: White

Test Results

	Min.	Max.	Actual
% Total Solids (w/w)	76.0%		76.94%
% Pigment (w/w)	58.0%	62.0%	59.88%
% Non-Volatile in Vehicle (w/w)	42.0%		42.51%
Density (kg/L) at 25°C	1.644	1.716	1.667
Density (lb/USgal) at 25°C (calculated)	13.7	14.3	13.91
Viscosity (K.U.) at 25°C	80	92	86.30
Grind (Hegman Units)	4		5.5
Dry Time (minutes) ASTM D 711 @ 15.0 mils	6	10	7.50
Contrast Ratio (using 5 mil wet)	0.96		0.96
Directional Reflectance	85		90.4

D711 Laboratory Conditions 75 F and 50 % Humidity

This Product **does not** contain material as listed in Federal Regulation 29 CFR Part 1910.1200, specification TT-P-1952F sections 3.1.2 and 4.3.1.

Acrylic Latex – 100% Acrylic

Tio2 – ASTM D-476 Type II

The product contains no nanomaterials.

Having the authority to act for Ennis Flint,

I do hereby certify that the Traffic Paint data hereon complies with all applicable specifications.

Name:

Paige Boles

Paige Boles S&T Chemist

Safety Data Sheet



Section 1: Identification

Product Code: 982911NH
Product Name: NHW-34-M1 WHITE WB
Product Type: WB Paint
Recommended Use: Traffic Markings
Supplied by: Ennis-Flint, Inc.
 4161 Piedmont Parkway, Suite 370
 Greensboro, NC 27410
 T: 800.331.8118

Emergency Telephone: Chemtrec 1-800-424-9300

2: Hazards Identification

EMERGENCY OVERVIEW: This product contains a component suspected of causing cancer. However, it is in a non-respirable form and inhalation is unlikely to occur from exposure. This classification is relevant when exposed to dust or powder form only (e.g. sanding, grinding).

GHS Classification
 Carc. 1B, STOT SE 1

Symbol(s) of Product



Signal Word
 Danger

GHS HAZARD STATEMENTS

Carcinogenicity, category 1B H350 May cause cancer.
 STOT, single exposure, category 1 H370 Causes damage to organs.

GHS PRECAUTIONARY STATEMENTS

P201 Obtain special instructions before use.
 P260 Do not breathe dust/fume/gas/mist/vapours/spray.
 P270 Do not eat, drink or smoke when using this product.
 P281 Use personal protective equipment as required.
 P307+P311 IF exposed: Call a POISON CENTER or doctor/physician.
 P308+P313 IF exposed or concerned: Get medical advice/attention.

3: Composition/Information on Ingredients

Chemical Name	CAS-No.	Wt. %	GHS Symbols	GHS Statements
Calcium Carbonate	1317-65-3	50-75	No Information	No Information
Titanium Dioxide	13463-67-7	2.5-10	No Information	No Information
Methanol	67-56-1	2.5-10	GHS02-GHS08	H225-370
Crystalline Silica, Quartz	14808-60-7	1.0-2.5	GHS08	H351
Paraffinic Oil	64742-65-0	0.1-1.0	GHS08	H350
Ammonium hydroxide	1336-21-6	0.1-1.0	GHS05-GHS07	H302-314-335
Petroleum distillates, solvent dewaxed lightparaffinic	64742-56-9	<0.1	GHS08	H350

4. First-aid Measures



FIRST AID - GENERAL ADVICE: No hazards which require special first aid measures.
FIRST AID - INHALATION: Move to fresh air. Consult a physician if symptoms persist.
FIRST AID - INGESTION: Do NOT induce vomiting. If conscious, rinse mouth and drink plenty of water. Never give anything by mouth to an unconscious person. Consult a physician.
FIRST AID - SKIN CONTACT: Wash affected area immediately with soap and plenty of water. Remove contaminated clothing and launder before reuse. Consult a physician if symptoms persist.
FIRST AID - EYE CONTACT: Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Consult a physician if symptoms persist.
MOST IMPORTANT SYMPTOMS AND EFFECTS: None under normal processing.
NOTES TO PHYSICIAN: Show this safety data sheet to the doctor in attendance.

5. Fire-fighting Measures

UNUSUAL FIRE AND EXPLOSION HAZARDS: None expected.
SPECIAL FIREFIGHTING PROCEDURES: As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.
EXTINGUISHING MEDIA: Alcohol Foam, Carbon Dioxide, Dry Chemical, Foam, Water Fog

6. Accidental Release Measures

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Use personal protective equipment. Ensure adequate ventilation. Dike far ahead of liquid spill for later disposal.
METHODS AND MATERIALS FOR CONTAINMENT AND CLEANUP: Soak up with inert absorbent material. Take up mechanically. Keep in suitable and closed containers for disposal.
ENVIRONMENTAL PRECAUTIONS: Avoid release to the environment. For larger spills, cover drains and build dikes to prevent entry into sewer systems or bodies of water.
EMERGENCY ADVICE: Under normal usage or contained spills, this material should not pose a significant emergency risk.
PERSONAL PRECAUTIONS: Ensure sufficient ventilation. Use personal protective equipment. Use NIOSH approved respiratory protection if exposed to vapors, dust, mist or aerosols above the occupational exposure limits.

7. Handling and Storage



HANDLING: Ensure adequate ventilation. Avoid breathing vapor, mists or dust. Avoid contact with eyes, skin, and clothing. Wear appropriate personal protective equipment. Wash contaminated clothing before reuse. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Observe good industrial hygiene practices.
STORAGE: Keep container tightly closed in a dry and well-ventilated place. Keep in properly labeled containers. **MINIMUM RECOMMENDED STORAGE TEMPERATURE IS 34 F (1 C). MAXIMUM RECOMMENDED STORAGE TEMPERATURE IS 120 F (49 C).**

8. Exposure Controls/Personal Protection

Ingredients with Occupational Exposure Limits

<u>Chemical Name</u>	<u>ACGIH TLV-TWA</u>	<u>ACGIH-TLV STEL</u>	<u>OSHA PEL-TWA</u>	<u>OSHA PEL-CEILING</u>
Calcium Carbonate	N.E.	N.E.	15 mg/m ³	N.E.
Titanium Dioxide	10 mg/m ³	N.E.	15 mg/m ³	N.E.
Methanol	200 ppm	250 ppm	200 PPM	N.E.

Crystalline Silica, Quartz	0.025 mg/m3	N.E.	0.05 mg/m3	N.E.
Paraffinic Oil	N.E.	N.E.	N.E.	N.E.
Ammonium hydroxide	25 ppm	35 ppm	N.E.	N.E.
Petroleum distillates, solvent dewaxed lightparaffinic	N.E.	N.E.	N.E.	N.E.

Further Advice: MEL = Maximum Exposure Limit OES = Occupational Exposure Standard SUP = Supplier's Recommendation
Sk = Skin Sensitizer N.E. = Not Established

Personal Protection



RESPIRATORY PROTECTION: If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.



SKIN PROTECTION: Wear waterproof protective gloves.



EYE PROTECTION: Safety glasses with side-shields.



OTHER PROTECTIVE EQUIPMENT: Eyewash stations, safety showers, ventilation systems.



HYGIENIC PRACTICES: When using, do not eat, drink or smoke. Provide regular cleaning of equipment, work area and clothing. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.



ENGINEERING CONTROLS: Use in a well ventilated area.

9. Physical and Chemical Properties

Appearance:	White Liquid	Physical State:	Liquid
Odor:	Slight, Ammonia	Odor Threshold:	Not Established
Density, g/cm3:	1.669	pH:	>9.6
Freeze Point, °C:	No Information	Viscosity:	87
Solubility in Water:	Insoluble	Partition Coefficient, n-octanol/ water:	No Information
Decomposition temperature, °C	No Information		
Boiling Range, °C:	Not Determined	Explosive Limits, %:	Not Determined
Combustibility:	Does not Support Combustion	Flash Point, °C:	>94
Evaporation Rate:	Slower than Diethyl Ether	Auto-Ignition Temperature, °C	No Information
Vapor Density:	Heavier than air	Vapor Pressure, mmHg:	NI

(See "Other information" Section for abbreviation legend)

10. Stability and Reactivity

REACTIVITY: Stable under normal conditions.

STABILITY: Stable under recommended storage conditions.

CONDITIONS TO AVOID: Excessive heat. Do not freeze.

INCOMPATIBILITY: None known based on information supplied.

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon oxides. Nitrogen oxides.

11. Toxicological Information**Practical Experiences****MOST IMPORTANT SYMPTOMS AND EFFECTS:** None under normal processing.**EFFECT OF OVEREXPOSURE - INHALATION:** Inhalation may cause irritation to the respiratory tract (nose, mouth, mucous membranes). May cause central nervous system depression with nausea, headache, dizziness, vomiting, and incoordination. Sanding and grinding dust may be harmful if inhaled.**EFFECT OF OVEREXPOSURE - INGESTION:** Ingestion may cause irritation to mucous membranes. May cause gastrointestinal irritation, nausea, vomiting, and diarrhea. May cause gastrointestinal disturbances with dizziness and central nervous system depression.**EFFECT OF OVEREXPOSURE - SKIN CONTACT:** Direct skin contact may cause irritation.**EFFECT OF OVEREXPOSURE - EYE CONTACT:** Direct eye contact may cause irritation.**EFFECT OF OVEREXPOSURE - CHRONIC HAZARDS:** This product contains titanium dioxide in a non-respirable form. Inhalation of titanium dioxide is unlikely to occur from exposure to this product. Inhalation exposure to respirable levels of crystalline silica may cause respiratory impairment and lung damage. This product contains crystalline silica (quartz) in a non-respirable form. Inhalation of crystalline silica is unlikely to occur from exposure to this product. Crystalline silica (quartz) has been classified by the International Agency for Research on Cancer (IARC) as a known human carcinogen. Inhalation, ingestion, or skin absorption of methanol can cause blindness.**CARCINOGENICITY:** This product contains one or more substances which are classified by IARC as carcinogenic to humans (Group I), probably carcinogenic to humans (Group 2A) or possibly carcinogenic to humans (Group 2B).**PRIMARY ROUTE(S) OF ENTRY:** Eye Contact, Inhalation, Skin Absorption, Skin Contact**Acute Toxicity Values**

The acute effects of this product have not been tested. Data on individual components are tabulated below

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>Oral LD50</u>	<u>Dermal LD50</u>	<u>Inhalation LC50</u>
1317-65-3	Calcium Carbonate	> 2000 mg/kg	> 2000 mg/kg	>20001 ppm (Gas/Mist)
13463-67-7	Titanium Dioxide	>10000 mg/kg Rat	N.I.	>20001 ppm (Gas/Mist)
67-56-1	Methanol	6200 mg/kg Rat	15840 mg/kg Rabbit	22500 ppm Rat (Gas/Mist)
14808-60-7	Crystalline Silica, Quartz	>2000 mg/kg	> 2000 mg/kg	>20001 ppm (Gas/Mist)
64742-65-0	Paraffinic Oil	>15000 mg/kg Rat	> 2000 mg/kg	>20001 ppm (Gas/Mist)
1336-21-6	Ammonium hydroxide	350 mg/kg Rat	> 2000 mg/kg	>20001 ppm (Gas/Mist)
64742-56-9	Petroleum distillates, solvent dewaxed lightparaffinic	>5000 mg/kg Rat	>5000 mg/kg Rabbit	N.I.

N.I. = No Information

12. Ecological Information**ECOLOGICAL INFORMATION:** The environmental impact of this product has not been fully investigated. Do not contaminate ponds, waterways or ditches with this material.**PRESISTENCE AND DEGRADABILITY:** No Information**BIOACCUMULATIVE POTENTIAL:** No Information**MOBILITY:** No Information**OTHER ADVERSE ECOLOGICAL EFFECTS:** No Information

13. Disposal Information

Product

DISPOSAL METHOD: This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). Dispose of contents/ container in accordance with the local/regional/national/international regulations. Do not re-use empty containers.

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Use personal protective equipment. Ensure adequate ventilation. Dike far ahead of liquid spill for later disposal.

CONTAMINATED PACKAGING: Dispose of contents/ container in accordance with the local/regional/national/international regulations.

14. Transport Information

SPECIAL TRANSPORT PRECAUTIONS: None.

Road Transport

UN Number:	Not regulated
Shipping Name:	Not regulated
Transport Hazard Class:	Not Regulated
Packing Group:	No Information
ERG No:	Not Regulated

Sea Transport

UN Number:	Not regulated
Shipping Name:	Not regulated
IMDG Class:	Not Regulated
Packing Group:	No Information
EmS-No:	Not regulated
Marine Pollutant:	Not A Marine Pollutant

Air Transport

UN Number:	Not regulated
Shipping Name:	Not regulated
IATA Class:	Not Regulated
Packing Group:	No Information

15. Regulatory Information**U.S. Federal Regulations:****☐ CERCLA - SARA Hazard Category**

This product has been reviewed according to the EPA 'Hazard Categories' promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Carcinogenicity, Specific target organ toxicity (single or repeated exposure)

☐ SARA SECTION 313:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

<u>Chemical Name</u>	<u>CAS-No.</u>
Methanol	67-56-1

Ethoxylated Nonylphenol, Branched

68412-54-4

TOXIC SUBSTANCES CONTROL ACT

This product contains the following chemical substances subject to the reporting requirements of TSCA 12(B) if exported from the United States:

No TSCA components exist in this product.

U.S. State Regulations:**NEW JERSEY RIGHT-TO-KNOW**

The following materials are hazardous or among the top five components in this product.

<u>Chemical Name</u>	<u>CAS-No.</u>
Calcium Carbonate	1317-65-3
Water	7732-18-5
Acrylic polymer	
Titanium Dioxide	13463-67-7
Methanol	67-56-1
Crystalline Silica, Quartz	14808-60-7
Paraffinic Oil	64742-65-0
Ammonium hydroxide	1336-21-6
Petroleum distillates, solvent dewaxed lightparaffinic	64742-56-9

PENNSYLVANIA RIGHT-TO-KNOW

The following non-hazardous ingredients are present in the product at greater than 3%.

<u>Chemical Name</u>	<u>CAS-No.</u>
Calcium Carbonate	1317-65-3
Water	7732-18-5
Acrylic polymer	
Titanium Dioxide	13463-67-7
Methanol	67-56-1
Crystalline Silica, Quartz	14808-60-7
Paraffinic Oil	64742-65-0
Ammonium hydroxide	1336-21-6
Petroleum distillates, solvent dewaxed lightparaffinic	64742-56-9

CALIFORNIA PROPOSITION 65 CARCINOGENS**WARNING**

Warning: The following ingredients present in the product are known to the state of California to cause Cancer:

<u>Chemical Name</u>	<u>CAS-No.</u>
Titanium Dioxide	13463-67-7
Crystalline Silica, Quartz	14808-60-7

CALIFORNIA PROPOSITION 65 REPRODUCTIVE TOXINS**WARNING**

Warning: The following ingredients present in the product are known to the state of California to cause birth defects, or other reproductive hazards.

<u>Chemical Name</u>	<u>CAS-No.</u>
Methanol	67-56-1

International Regulations: As follows -**CANADIAN WHMIS**

This SDS has been prepared in compliance with Controlled Product Regulations.

16. Other Information

Revision Date: 3/18/2021 Supersedes Date: 2/11/2021

Datasheet produced by: Regulatory Department

HMIS Ratings:

Health:	3	Flammability:	1	Reactivity:	0	Personal Protection:	X
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NFPA Ratings:

Health:	1	Flammability:	1	Reactivity:	0	Hazards:	N.I.
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Legend: N.A. - Not Applicable, N.E. - Not Established, N.D. - Not Determined

The information on this sheet corresponds to our present knowledge. It is not a specification and it does not guarantee specific properties. The information is intended to provide general guidance as to health and safety based upon our knowledge of the handling, storage, and use of the product. It is not applicable to unusual or non-standard uses of the product where instructions and recommendations are not followed. Any use of the product not in conformance with this SDS or in combination with any other product or process is the responsibility of the user.

Certificate of Compliance

Manufacturer:



Ennis -Flint

4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
Phone: 800/331-8118

Date: 11/22/2023

Description: Waterborne traffic marking paint

Code: 982912 NHY-34-M-1

Batch: BID INVITATION #2852-24

Color: Yellow 33538

Test Results

	Min.	Max.	Actual
% Total Solids (w/w)	76.0%		76.40%
% Pigment (w/w)	58.0%	62.0%	58.43%
% Non-Volatile in Vehicle (w/w)	42.0%		43.21%
Density (kg/L) at 25°C	1.584	1.656	1.633
Density (lb/USgal) at 25°C (calculated)	13.25	13.85	13.63
Viscosity (K.U.) at 25°C	80	92	87.50
Grind (Hegman Units)	4		6
Dry Time (minutes) ASTM D 711 @ 15.0 mils		10	7.50
Contrast Ratio (using 5 mil wet)	0.96		0.96
Directional Reflectance	50		54.5

D711 Laboratory Conditions 75 F and 50 % Humidity

This Product does not contain material as listed in Federal Regulation 29 CFR Part 1910.1200, specification TT-P-1952F sections 3.1.2 and 4.3.1.

Acrylic Latex – 100% Acrylic

Tio2 – ASTM D-476 Type II

Yellow Pigment - Lightfast Organic P.I. # 65

The product contains no nanomaterials.

Having the authority to act for Ennis Flint,

I do hereby certify that the Traffic Paint data hereon complies with all applicable specifications.

Name:

Paige Boles

Paige Boles S&T Chemist

Safety Data Sheet



Section 1 Identification

Product Code: 982912NH
Product Name: NHY-34-M1 LF YELLOW WB
Product Type: WB Paint
Recommended Use: Traffic Markings
Supplied by: Ennis-Flint, Inc.
 4161 Piedmont Parkway, Suite 370
 Greensboro, NC 27410
 T: 800.331.8118
Emergency Telephone: Chemtrec 1-800-424-9300

2 Hazards Identification

EMERGENCY OVERVIEW: This product contains a component suspected of causing cancer. However, it is in a non-respirable form and inhalation is unlikely to occur from exposure. This classification is relevant when exposed to dust or powder form only (e.g. sanding, grinding).

GHS Classification
Carc. 1B, STOT SE 1

Symbol(s) of Product



Signal Word
Danger

GHS HAZARD STATEMENTS

Carcinogenicity, category 1B H350 May cause cancer.
 STOT, single exposure, category 1 H370 Causes damage to organs.

GHS PRECAUTIONARY STATEMENTS

P201 Obtain special instructions before use.
 P260 Do not breathe dust/fume/gas/mist/vapours/spray.
 P270 Do not eat, drink or smoke when using this product.
 P281 Use personal protective equipment as required.
 P307+P311 IF exposed: Call a POISON CENTER or doctor/physician.
 P308+P313 IF exposed or concerned: Get medical advice/attention.

3 Composition/Information on Ingredients

Chemical Name	CAS-No.	Wt. %	GHS Symbols	GHS Statements
Calcium Carbonate	1317-65-3	25-50	No Information	No Information
Methanol	67-56-1	2.5-10	GHS02-GHS08	H225-370
Titanium Dioxide	13463-67-7	2.5-10	No Information	No Information
Crystalline Silica, Quartz	14808-60-7	1.0-2.5	GHS08	H351
Paraffinic Oil	64742-65-0	0.1-1.0	GHS08	H350
Ammonium hydroxide	1336-21-6	0.1-1.0	GHS05-GHS07	H302-314-335
Petroleum distillates, solvent dewaxed lightparaffinic	64742-56-9	0.1-1.0	GHS08	H350

4. First-aid Measures

FIRST AID - GENERAL ADVICE: No hazards which require special first aid measures.

FIRST AID - INHALATION: Move to fresh air. Consult a physician if symptoms persist.

FIRST AID - INGESTION: Do NOT induce vomiting. If conscious, rinse mouth and drink plenty of water. Never give anything by mouth to an unconscious person. Consult a physician.

FIRST AID - SKIN CONTACT: Wash affected area immediately with soap and plenty of water. Remove contaminated clothing and laundry before reuse. Consult a physician if symptoms persist.

FIRST AID - EYE CONTACT: Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Consult a physician if symptoms persist.

MOST IMPORTANT SYMPTOMS AND EFFECTS: None under normal processing.

NOTES TO PHYSICIAN: Show this safety data sheet to the doctor in attendance.

5. Fire-fighting Measures

UNUSUAL FIRE AND EXPLOSION HAZARDS: None expected.

SPECIAL FIREFIGHTING PROCEDURES: As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

EXTINGUISHING MEDIA: Alcohol Foam, Carbon Dioxide, Dry Chemical, Foam, Water Fog

6. Accidental Release Measures

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Use personal protective equipment. Ensure adequate ventilation. Dike far ahead of liquid spill for later disposal.

METHODS AND MATERIALS FOR CONTAINMENT AND CLEANUP: Soak up with inert absorbent material. Take up mechanically. Keep in suitable and closed containers for disposal.

ENVIRONMENTAL PRECAUTIONS: Avoid release to the environment. For larger spills, cover drains and build dikes to prevent entry into sewer systems or bodies of water.

EMERGENCY ADVICE: Under normal usage or contained spills, this material should not pose a significant emergency risk.

PERSONAL PRECAUTIONS: Ensure sufficient ventilation. Use personal protective equipment. Use NIOSH approved respiratory protection if exposed to vapors, dust, mist or aerosols above the occupational exposure limits.

7. Handling and Storage

HANDLING: Ensure adequate ventilation. Avoid breathing vapor, mists or dust. Avoid contact with eyes, skin, and clothing. Wear appropriate personal protective equipment. Wash contaminated clothing before reuse. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Observe good industrial hygiene practices.

STORAGE: Keep container tightly closed in a dry and well-ventilated place. Keep in properly labeled containers. MINIMUM RECOMMENDED STORAGE TEMPERATURE IS 34 F (1 C). MAXIMUM RECOMMENDED STORAGE TEMPERATURE IS 120 F (49 C).

8. Exposure Controls/Personal Protection**Ingredients with Occupational Exposure Limits**

<u>Chemical Name</u>	<u>ACGIH TLV-TWA</u>	<u>ACGIH-TLV STEL</u>	<u>OSHA PEL-TWA</u>	<u>OSHA PEL-CEILING</u>
Calcium Carbonate	N.E.	N.E.	15 mg/m ³	N.E.
Methanol	200 ppm	250 ppm	200 PPM	N.E.
Titanium Dioxide	10 mg/m ³	N.E.	15 mg/m ³	N.E.

Crystalline Silica, Quartz	0.025 mg/m3	N.E.	0.05 mg/m3	N.E.
Paraffinic Oil	N.E.	N.E.	N.E.	N.E.
Ammonium hydroxide	25 ppm	35 ppm	N.E.	N.E.
Petroleum distillates, solvent dewaxed lightparaffinic	N.E.	N.E.	N.E.	N.E.

Further Advice: MEL = Maximum Exposure Limit OES = Occupational Exposure Standard SUP = Supplier's Recommendation
Sk = Skin Sensitizer N.E. = Not Established

Personal Protection



RESPIRATORY PROTECTION: If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.



SKIN PROTECTION: Wear waterproof protective gloves.



EYE PROTECTION: Safety glasses with side-shields.



OTHER PROTECTIVE EQUIPMENT: Eyewash stations, safety showers, ventilation systems.



HYGIENIC PRACTICES: When using, do not eat, drink or smoke. Provide regular cleaning of equipment, work area and clothing. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.



ENGINEERING CONTROLS: Use in a well ventilated area.

9. Physical and Chemical Properties

Appearance:	Yellow Liquid	Physical State:	Liquid
Odor:	Slight, Ammonia	Odor Threshold:	Not Established
Density, g/cm3:	1.630	pH:	>9.6
Freeze Point, °C:	No Information	Viscosity:	87
Solubility in Water:	Insoluble	Partition Coefficient, n-octanol/ water:	No Information
Decomposition temperature, °C	No Information		
Boiling Range, °C:	Not Determined	Explosive Limits, %:	Not Determined
Combustibility:	Does not Support Combustion	Flash Point, °C:	>94
Evaporation Rate:	Slower than Diethyl Ether	Auto-ignition Temperature, °C	No Information
Vapor Density:	Heavier than air	Vapor Pressure, mmHg:	No Information

(See "Other information" Section for abbreviation legend).

10. Stability and Reactivity

REACTIVITY: Stable under normal conditions.

STABILITY: Stable under recommended storage conditions.

CONDITIONS TO AVOID: Excessive heat. Do not freeze.

INCOMPATIBILITY: None known based on information supplied.

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon oxides. Nitrogen oxides.

11 Toxicological Information**Practical Experiences****MOST IMPORTANT SYMPTOMS AND EFFECTS:** None under normal processing.**EFFECT OF OVEREXPOSURE - INHALATION:** Inhalation may cause irritation to the respiratory tract (nose, mouth, mucous membranes). May cause central nervous system depression with nausea, headache, dizziness, vomiting, and incoordination. Sanding and grinding dust may be harmful if inhaled.**EFFECT OF OVEREXPOSURE - INGESTION:** Ingestion may cause irritation to mucous membranes. May cause gastrointestinal irritation, nausea, vomiting, and diarrhea. May cause gastrointestinal disturbances with dizziness and central nervous system depression.**EFFECT OF OVEREXPOSURE - SKIN CONTACT:** Direct skin contact may cause irritation.**EFFECT OF OVEREXPOSURE - EYE CONTACT:** Direct eye contact may cause irritation.**EFFECT OF OVEREXPOSURE - CHRONIC HAZARDS:** This product contains titanium dioxide in a non-respirable form. Inhalation of titanium dioxide is unlikely to occur from exposure to this product. Inhalation exposure to respirable levels of crystalline silica may cause respiratory impairment and lung damage. This product contains crystalline silica (quartz) in a non-respirable form. Inhalation of crystalline silica is unlikely to occur from exposure to this product. Crystalline silica (quartz) has been classified by the International Agency for Research on Cancer (IARC) as a known human carcinogen. Inhalation, ingestion, or skin absorption of methanol can cause blindness.**CARCINOGENICITY:** This product contains one or more substances which are classified by IARC as carcinogenic to humans (Group I), probably carcinogenic to humans (Group 2A) or possibly carcinogenic to humans (Group 2B).**PRIMARY ROUTE(S) OF ENTRY:** Eye Contact, Inhalation, Skin Absorption, Skin Contact**Acute Toxicity Values**

The acute effects of this product have not been tested. Data on individual components are tabulated below

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>Oral LD50</u>	<u>Dermal LD50</u>	<u>Inhalation LC50</u>
1317-65-3	Calcium Carbonate	> 2000 mg/kg	> 2000 mg/kg	>20001 ppm (Gas/Mist)
67-56-1	Methanol	6200 mg/kg Rat	15840 mg/kg Rabbit	22500 ppm Rat (Gas/Mist)
13463-67-7	Titanium Dioxide	>10000 mg/kg Rat	N.I.	>20001 ppm (Gas/Mist)
14808-60-7	Crystalline Silica, Quartz	>2000 mg/kg	> 2000 mg/kg	>20001 ppm (Gas/Mist)
64742-65-0	Paraffinic Oil	>15000 mg/kg Rat	> 2000 mg/kg	>20001 ppm (Gas/Mist)
1336-21-6	Ammonium hydroxide	350 mg/kg Rat	> 2000 mg/kg	>20001 ppm (Gas/Mist)
64742-56-9	Petroleum distillates, solvent dewaxed lightparaffinic	>5000 mg/kg Rat	>5000 mg/kg Rabbit	N.I.

N.I. = No Information

12 Ecological Information**ECOLOGICAL INFORMATION:** The environmental impact of this product has not been fully investigated. Do not contaminate ponds, waterways or ditches with this material.**PRESISTENCE AND DEGRADABILITY:** No Information**BIOACCUMULATIVE POTENTIAL:** No Information**MOBILITY:** No Information**OTHER ADVERSE ECOLOGICAL EFFECTS:** No Information

13. Disposal Information**Product**

DISPOSAL METHOD: This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). Dispose of contents/ container in accordance with the local/regional/national/international regulations. Do not re-use empty containers.

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Use personal protective equipment. Ensure adequate ventilation. Dike far ahead of liquid spill for later disposal.

CONTAMINATED PACKAGING: Dispose of contents/ container in accordance with the local/regional/national/international regulations.

14. Transport Information

SPECIAL TRANSPORT PRECAUTIONS: None.

Road Transport

UN Number:	Not regulated
Shipping Name:	Not regulated
Transport Hazard Class:	Not Regulated
Packing Group:	No Information
ERG No:	Not Regulated

Sea Transport

UN Number:	Not regulated
Shipping Name:	Not regulated
IMDG Class:	Not Regulated
Packing Group:	No Information
EmS-No:	Not regulated
Marine Pollutant:	Not A Marine Pollutant

Air Transport

UN Number:	Not regulated
Shipping Name:	Not regulated
IATA Class:	Not Regulated
Packing Group:	No Information

15. Regulatory Information**U.S. Federal Regulations:****CERCLA/ SARA Hazard Category:**

This product has been reviewed according to the EPA 'Hazard Categories' promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Carcinogenicity, Specific target organ toxicity (single or repeated exposure)

SARA SECTION 313:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

Chemical Name

Methanol

CAS-No.

67-56-1

Ethoxylated Nonylphenol, Branched

68412-54-4

TOXIC SUBSTANCES CONTROL ACT:

This product contains the following chemical substances subject to the reporting requirements of TSCA 12(B) if exported from the United States:

No TSCA components exist in this product.

U.S. State Regulations:

NEW JERSEY RIGHT-TO-KNOW:

The following materials are hazardous or among the top five components in this product.

<u>Chemical Name</u>	<u>CAS-No.</u>
Calcium Carbonate	1317-65-3
Water	7732-18-5
Acrylic polymer	
Methanol	67-56-1
Titanium Dioxide	13463-67-7
Crystalline Silica, Quartz	14808-60-7
Paraffinic Oil	64742-65-0
Ammonium hydroxide	1336-21-6
Petroleum distillates, solvent dewaxed lightparaffinic	64742-56-9

PENNSYLVANIA RIGHT-TO-KNOW:

The following non-hazardous ingredients are present in the product at greater than 3%.

<u>Chemical Name</u>	<u>CAS-No.</u>
Calcium Carbonate	1317-65-3
Water	7732-18-5
Acrylic polymer	
Methanol	67-56-1
Titanium Dioxide	13463-67-7
Crystalline Silica, Quartz	14808-60-7
Paraffinic Oil	64742-65-0
Ammonium hydroxide	1336-21-6
Petroleum distillates, solvent dewaxed lightparaffinic	64742-56-9

CALIFORNIA PROPOSITION 65 CARCINOGENS:

WARNING

Warning: The following ingredients present in the product are known to the state of California to cause Cancer.

<u>Chemical Name</u>	<u>CAS-No.</u>
Titanium Dioxide	13463-67-7
Crystalline Silica, Quartz	14808-60-7

CALIFORNIA PROPOSITION 65 REPRODUCTIVE TOXINS:

WARNING

Warning: The following ingredients present in the product are known to the state of California to cause birth defects, or other reproductive hazards.

<u>Chemical Name</u>	<u>CAS-No.</u>
Methanol	67-56-1

International Regulations: As follows -

CANADIAN WHMIS:

This SDS has been prepared in compliance with Controlled Product Regulations.

16 Other Information

Revision Date: 3/18/2021 Supersedes Date: 2/11/2021

Datasheet produced by: Regulatory Department

HMIS Ratings:

Health:	3	Flammability:	1	Reactivity:	0	Personal Protection:	X
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NFPA Ratings:

Health:	1	Flammability:	1	Reactivity:	0	Hazards:	N.I.
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Legend: N.A. - Not Applicable, N.E. - Not Established, N.D. - Not Determined

The information on this sheet corresponds to our present knowledge. It is not a specification and it does not guarantee specific properties. The information is intended to provide general guidance as to health and safety based upon our knowledge of the handling, storage, and use of the product. It is not applicable to unusual or non-standard uses of the product where instructions and recommendations are not followed. Any use of the product not in conformance with this SDS or in combination with any other product or process is the responsibility of the user.