NDDOT Contract No. 50150007

North Dakota Department of Transportation
INVITATION TO BID

Bid Number: 630-66-15-050	Bid Opening Date & Time: 01/21/2015 02:00 PM
Items: Paint, Pavement Marking	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, ND 58505-0700	Email: vbrosten@nd.gov
Contract Period: 02/01/2015 TO 01/31/2016	Date Prepared: 01/05/2015

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name	Vendor Address
Ennis Paint, Inc.	115 Todd Court, Thomasville, NC 27360

(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name		
Ennis Paint, Inc.		
Mailing Address		
115 Todd Court, Thomasville, NC 27360		
Telephone Number	Fax Number	E-mail Address
(469) 522-5816	(336) 475-7900	contracts@ennisflint.com

Dane Alsabrook, Assistant Vice President
Name & Title (Type or Print)

Dane Alsabrook
Signature

1/19/2015
Date

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer** or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature Grant Levi Grant Levi		Date 1/30/15
Recommended for approval Brad Dan	Date 1-29-15	Approximate contract amount $ 136,123.00

NDDOT North Dakota Department of Transportation

APPROVED as to execution this
29 day of JANUARY 2015
ATTORNEY GENERAL
By Dana A. Angel
SPECIAL ASST. ATTORNEY GENERAL

CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - **630-66-15-050**
BID OPENING DATE/TIME - **January 21, 2015; 2:00 PM**
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.

2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

3. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: http://www.dot.nd.gov/forms/sfn60135.pdf.

4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.

5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:
   - Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
   - Mark envelope as indicated.
   - Review Standard Terms and Conditions contained in this solicitation.
   - Sign your bid on the cover sheet.
   - Initial all bid/pricing changes you made.
   - Bid responses must be submitted in ink or type written.
   - Review and complete all requirements contained in this solicitation to ensure compliance.

8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: http://www.nd.gov/spo/

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document **not later than end of business January 14, 2015.** (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Risk Management will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file are to make arrangements with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

20. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

21. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

22. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

23. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

24. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

25. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

26. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

27. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

28. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

29. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

30. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

31. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

32. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

2. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

3. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

4. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

5. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning February 1, 2015, and ending January 31, 2016**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

6. **Contract Termination.**

a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:

i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or

ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

7. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

1) The request may be granted,
2) The contract may be cancelled and solicitation may be re-advertised, or
3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

8. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.

9. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

10. **Billing and Payment Procedures.** Purchase orders will be issued by NDDOT Procurement office to the awarded contractor. Any reorders will be placed by individual NDDOT Districts.

Invoices are to be submitted as indicated on the purchase orders unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

11. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

12. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

13. **Production Schedule and Testing.** The successful supplier must submit a production schedule to the Procurement Officer within five days after notification of award. The successful supplier may request, at the suppliers expense, on-site sampling and testing to be conducted by the NDDOT chemist.

14. **Specifications.** Bidders shall submit detailed manufacturer's specifications along with this response, and upon acceptance of the bid, shall become part of the bidder's specifications. Unless otherwise indicated by the bidder it will be assumed that specifications will be met in all respects.

15. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

16. **Service Representative.** The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Jessica Townsend (Contract Administrator) / Anne Selby (Customer Service and Orders)
(Name of person servicing this contract)

BUSINESS NAME: Ennis Paint, Inc.

MAILING ADDRESS: 115 Todd Court

CITY & STATE: Thomasville, NC ZIP CODE: 27360

PHONE NUMBER: 469.522-5816 / 469.522-5828 TOLL FREE: 800.331.8118

FAX NUMBER: 336.475.7900 E-MAIL: contracts@ennisflint.com

PAVEMENT MARKING PAINT SPECIFICATIONS

Sealed bids will be received for furnishing "**PAVEMENT MARKING PAINT**" as per the following instructions and specifications. To be considered, this bid form must be completed and returned to the North Dakota Department of Transportation **no later than 2:00 p.m., January 21, 2015**, at which time and place such bids will be opened and read.

The following specification is an amended excerpt from the Standard Specifications for Road & Bridge Construction, Volume 1, July 2008, prepared by the North Dakota Department of Transportation.

Water-Based Pavement Marking Paint

A. Material Requirements.

Provide finished paint that is smooth and homogeneous, free of coarse particles, skins or any other foreign materials that are detrimental to its use or appearance.

Provide acrylic waterborne pavement marking paint capable of receiving and holding glass beads for producing retroreflective pavement marking. Use paint that contains no more than 3200 ppm lead or more than 800 ppm chromium, based on dry weight. Provide finished paint that is fast-drying, water-based, acrylic resin-type paint capable of withstanding air and roadway temperatures without bleeding, staining, discoloring or deforming. Provide dried paint film capable of maintaining original dimensions and placement without chipping, spalling or cracking. Provide dry paint film that does not deteriorate from contact with normal roadway chemicals or materials. Use Rohm & Haas HD-21, Dow DT400, or approved equal as the acrylic emulsion polymer in the manufacture of the paint.

Provide a paint that meets the specified durability and retroreflectivity after being installed on at least one NTPEP test deck in a northern, wet climate region for a minimum of six months, including December, January and February.

The Department will determine conformance to this Specification by, but will not be limited to, the evaluation of test data from NTPEP or other Department approved facilities.

1. **Durability**.
   Provide paint with a minimum durability rating of 4, when tested in the wheel path area of the NTPEP test deck.

2. **Retroreflectivity**.
   Provide paint that has an average retroreflectivity luminance of 75 milicandelas per foot candle per square foot, when measured in the wheel path area as specified in ASTM E 1710.

B. Manufacturing.

When pre-approval of pavement marking paint is specified, the paint shall be manufactured in lot sizes no smaller than 1,000 gallons. Screen the paint with a 40 mesh or finer screen.

1. **Packaging of Pre-approved Paint**.
   The paint shall be supplied in 5 gallon pails, 30-gallon and 55-gallon drums, in the quantities of each being specified. Containers shall be new (no reconditioned containers will be accepted) and shall be coated with a non-corrosive lining. One end of the drum shall contain a completely detachable open head cover of uniform size and type, and be securely fastened to the head of the drum by means of any satisfactory method. The cover shall contain a 2 inch replaceable bung. Any flexible internal drum covers, used in addition to the standard drum covers, shall be attached to the drum with a band or strap (separate from the external lid ring) in such a manner that one person can remove the drum cover and keep the internal cover from falling into the paint. Such internal covers are not required. It is required that the Supplier gasket and secure the detachable covers and deliver the paint filled drums to the destinations in such condition that no leakage of paint and no infiltration of water or air will occur. Prior to acceptance, all bungs and lid rings will be tested to ensure tight and proper seal. Any drums with loose or improperly seated bungs or seals will not be accepted and shall be replaced by the Supplier at his expense. The outside coating of drums shall be a pastel color. Each drum shall be

BIDDER Ennis Paint, Inc.

plainly marked or stenciled with the date of manufacture, type of paint, color and producers name. The storage temperature shall be kept at 32°F or higher.

C. Mixed Paint.

1. Strain the paint before filling using a screen or a sieving device no coarser than 40 mesh.

2. Provide finished paint that contains less than 150 grams of volatile organic matter per liter when tested in accordance with ASTM D 3960.

3. Provide paint with the physical properties specified in Table 880-01.

Table 880-01	
Characteristic	**Requirement**
Viscosity (ASTM D 562)	83-98 Krebs units
Grind, minimum (ASTM D 1210)	3 Hegman units
No-Pick-Up Time, max (ASTM D 711)	10 Minutes
Dry Through, max (ASTM D 1640)	150 Minutes

D. Color.

Provide paint with pigment that falls within CIE Chromaticity coordinate limits specified in Table 880-02. Make color determination for liquid marking material over the black portion of a 2A or 5C Leneta Chart or equal a minimum of 24 hours after application of a 15-mil wet film. Determine color readings in accordance with the requirements of ASTM E 1349 using CIE 1931 2-degree standard observer and CIE standard illuminant D65.

Table 880-02								
Color	**1**		**2**		**3**		**4**	
	x	**y**	**x**	**y**	**x**	**y**	**x**	**y**
White	0.334	0.357	0.334	0.317	0.297	0.357	0.297	0.317
Yellow	0.531	0.483	0.531	0.429	0.471	0.483	0.471	0.429

E. Flexibility.

Provide paint that shows no cracking or flaking when tested in accordance with ASTM 522 Method B.

F. Water Resistance.

Provide paint that meets the water resistance requirements of Federal Specification TT-P-1952.

G. Freeze-Thaw Stability.

Provide paint that shows no coagulation and no change in consistency greater than 10 Krebs Units when tested in accordance with Federal Specification TT-P-1952.

H. Dilution Test.

Provide paint capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned with water only.

I. Storage Stability.

Provide paint that after 30 days of storage in a closed, 3/4 filled container, the paint will show no caking that cannot be readily remixed to a smooth, homogeneous state, and does not show skinning, livering, curdling or hard settling and the paint's viscosity does not change more than 5 Krebs Units from the viscosity of the original sample.

J. Contrast Ratio.

Provide paint that when tested according to ASTM D 2805 has a minimum contrast ratio (hiding power) that is 0.96 when drawn down with a 0.005 bird film applicator on a 2A or 5C Leneta Chart or equal and air-dried for 24 hours. Calculate the contrast ratio as black/white.

K. Reflectance.

Provide paint that when tested according to ASTM D 2805 and ASTM E 1349 has a daylight directional reflectance of a 15-mil (380 µm) wet film, applied to a 2A or 5C Leneta Chart or equal and dried for a minimum of 24 hours, of no less than 84 percent for the white paint and no less than 50 percent for the yellow paint.

L. Bleeding.

Provide paint with a minimum bleeding ratio of 0.97 when tested in accordance with ASTM D 969, using a test panel for asphalt substrate.

M. Dry Through Time.

Apply the paint to a non-absorbent substrate at a wet film thickness of 15 mils, with a tolerance of 1 mil. Place the substrate, with the film applied, in a humidity chamber controlled at 90 percent relative humidity with a tolerance of 5 percent and at 72.5°F with a tolerance of 2.5° F. Determine the dry through time in accordance with ASTM D 1640, except use the minimum needed pressure to maintain contact with the thumb and film.

N. Acceptance.

Use only preapproved pavement marking paint. A list of preapproved pavement marking paint lots is available at the Department's website, www.dot.nd.gov.

Obtain two 1-pint samples of paint from each lot after the paint has been shipped to some point acceptable to the Department Personnel. Use epoxy lined cans for sampling water based paint. Department Personnel are to be notified and shall be present when each sample is obtained. Submit the sample 30 days before the scheduled use of the marking paint. If the paint sample meets specifications, the lot being represented by the sample will be accepted. If a paint sample fails to meet specifications, the lot being represented by the sample will be rejected and replaced with paint that meets specifications. All costs incurred in replacing non-specification paint shall be at the Contractor's expense.

No paint shall be used that is more than 15 months old.

In addition to the certificate of compliance specified in Section 106.01 C, "Certificate of Compliance" includes a reference to the specific NTPEP test deck to which the paint formulation was applied, including NTPEP identification numbers and report numbers.

BID RESPONSE FOR
ACRYLIC WATERBORNE PAVEMENT MARKING PAINT

Manufacturer: Ennis Paint, Inc.

District Location	Color	Container Size	Gallons	Price Per Gallon	Total Amount
1524 8th Ave SW Valley City ND 58072	White **63066-681907**	5-Gal Pail	15	$ 10.562 / Gallon	$ 158.43
	White **63066-681907**	55-Gal Drum	110	$ 9.582 / Gallon	$ 1,054.02
	Yellow **63066-682954**	55-Gal Drum	165	$ 10.270 / Gallon	$ 1,694.55
316 6TH ST SE Devils Lake ND 58301	White **63066-681907**	55-Gal Drum	2200	$ 9.582 / Gallon	$ 21,080.40
	Yellow **63066-682954**	55-Gal Drum	605	$ 10.270 / Gallon	$ 6,213.35
1951 N Washington Grand Forks ND 58208	White **63066-681907**	55-Gal Drum	275	$ 9.582 / Gallon	$ 2,635.05
	Yellow **63066-682954**	55-Gal Drum	220	$ 10.270 / Gallon	$ 2,259.40
605 Dakota Parkway West Williston ND 58802	White **63066-681907**	55-Gal Drum	220	$ 9.582 / Gallon	$ 2,108.04
	Yellow **63066-682954**	55-Gal Drum	220	$ 10.270 / Gallon	$ 2,259.40
503 38th St S Fargo ND 58103	White **63066-681907**	5-Gal Pail	25	$ 10.562 / Gallon	$ 264.05
	White **63066-681907**	55-Gal Drum	165	$ 9.582 / Gallon	$ 1,581.03
	Yellow **63066-682954**	55-Gal Drum	385	$ 10.270 / Gallon	$ 3,953.95
	Yellow **63066-682954**	5-Gal Pail	10	$ 11.250 / Gallon	$ 112.50
Total Gallons White					$ 28,881.02
Total Gallons Yellow					$ 16,493.15
Total ALL Colors					$ 45,374.17 ALL-OR-NONE

Minimum Reorder Quantity 250 gallons.

REORDERS: The bidder agrees to furnish additional paint F.O.B. any district location in an amount not less than the minimum reorder quantity at the following prices:

White **63066-681907**		Yellow **63066-682954**	
55-Gallon Drum	$ 11.082 / Gallon	55-Gal Drum	$ 11.770 / Gallon
30-Gallon Drum	$ 13.812 / Gallon	30-Gal Drum	$ 14.500 / Gallon
5-Gallon Pail	$ 12.062 / Gallon	5-Gal Pail	$ 12.750 / Gallon

Date of Delivery: 30 Calendar Days after receipt of order. (1st delivery not later than May 1, 2015.)

Delivery Days ARO 30 Calendar days.

BIDDER Ennis Paint, Inc.

N.D. DEPT. OF TRANSPORTATION - PURCHASING CONTACTS AND SHIP TO ADDRESSES

61 – BISMARCK DISTRICT:

NDDOT - BISMARCK DISTRICT
218 S AIRPORT ROAD
BISMARCK ND 58504-6003
BARRY BUELOW, STOREKEEPER

(701) 328-6941
(701) 328-6933 FAX

62 - VALLEY CITY DISTRICT:

NDDOT - VALLEY CITY DISTRICT
1524 8TH AVENUE SW
VALLEY CITY ND 58072-4200
RENEE HAZELTON, STOREKEEPER

(701) 845-8803
(701) 845-8804 FAX

63 - DEVILS LAKE DISTRICT:

NDDOT - DEVILS LAKE DISTRICT
316 6TH ST SE
DEVILS LAKE ND 58301
LISA VETSCH, STOREKEEPER

(701) 665-5119
(701) 328-0329 FAX

64 –MINOT DISTRICT:

NDDOT - MINOT DISTRICT
1305 HIGHWAY 2 BYPASS EAST
MINOT ND 58701-7922
LINDA KILLMER, STOREKEEPER

(701) 857-6928
(701) 857-6932 FAX

65 –DICKINSON DISTRICT:

NDDOT - DICKINSON DISTRICT
1700 3RD AVENUE W SUITE 101
DICKINSON ND 58601-3009
SHARON PRIVRATSKY, STOREKEEPER

(701) 227-6525
(701) 227-6505 FAX

66 -GRAND FORKS DISTRICT:

NDDOT - GRAND FORKS DISTRICT
1951 NORTH WASHINGTON
PO BOX 3077
GRAND FORKS ND 58208-3077
GEORGE PALO, STOREKEEPER

(701) 787-6521
(701) 787-6515 FAX

67 –WILLISTON DISTRICT:

NDDOT - WILLISTON DISTRICT
605 DAKOTA PARKWAY WEST
PO BOX 698
WILLISTON ND 58802-0698
SUSAN PERCOSKI, STOREKEEPER

(701) 774-2721
(701) 774-2704 FAX

68 –FARGO DISTRICT:

NDDOT - FARGO DISTRICT
503- 38TH STREET SOUTH
FARGO ND 58103-1198
JONATHON LEE, STOREKEEPER

(701) 239-8910
(701) 239-8915 FAX

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Risk Management Appendix

Supply Contracts with Private Individuals, Companies, Corporations, Etc.:

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Contractor, or Contractor's delivery agent, shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance.
2) **Workers compensation** insurance.

Contractor shall produce certificates of insurance or copies of insurance policies upon request by the State.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

RM Consulted 2007
Revised 6-07

NDDOT
North Dakota
Department of Transportation

PRODUCT DATA SHEET

DESCRIPTION:	**WATERBORNE TRAFFIC PAINT**				
PRODUCT NUMBER:	983431	(White)	983432	(yellow)	
SPECIFICATIONS:	State of	North Dakota	DOT		
MAXIMUM WET FILM :	30 mils		PAINT CLASS:	FAST DRY	HIGH BUILD

PRODUCT DESCRIPTION:
This is the most durable and reflective waterborne system available today. It utilizes the newest 3rd generation acrylic emulsion, designed for application at a rate of up to 30 mils wet. This thicker application rates enable the use of larger beads which improve the retroreflectivity, enhances the no track time to virtually the same of a regular 15 mil wet line, and provides superior durability over standard 15 mil lines.
Physical and color properties of paint conform to DOT Specifications.

PRODUCT ADVANTAGES:
- Non-flammable, No special solvents needed
- Product reduces and cleans up easily with water.
- Products perform equally on both asphalt and concrete.
- Paint demonstrates excellent bead retention.
- Keeps traffic control to a minimum when striping.

RECOMMENDED FOR: Ennis Stripe is designed for use as traffic marking, legend work and parking, delineation over asphalt, Portland cement and concrete pavement

COVERAGES: 1 gallon yields 320 feet of 4" stripe @ 15 mils, 400 feet of 4" stripe at 12 mils.
Approximately 180 lin. feet of 4 inch line when applied at 24-28 mils.

DRYING TIMES: Dries to no pickup in less than 10 minutes @ 15 mils when ambient and surface temperature are 75° F or higher at 50±5% humidity. See conditions for application below for further information.

TECHNICAL DATA

Total solid wt%	>76	Hiding power @15 mils	Complete
Total solid volume%	>63	Flash point ASTM D3278)	Non-flammable
Total pigment wt%	60-62	Reducer	water
NVV wt%	>41		
Viscosity (KU @77°F)	85-95	VOC (g/L)	<150
Weight per gallon	>13.9(W) >13.4(Y)	Thinner	water
Direct Reflectance at 15 mils wet film	84(w) 50(Y)	pH	>10
Dry Opacity at 15 mils	0.96 W 0.96 Y		

ENVIRONMENTAL DATA: All products conform to the Federal Clean Air Act Amendment of 1990. Volatile Organic Content is below 100 grams per liter. All products are free of lead, chrome and other heavy or toxic metals. Consult MSDS for additional safety and regulatory information

DIRECTIONS FOR USE: Mix thoroughly before using. Thinning is not recommended and should be considered ready for use. Adding water increases the drying time and can compromise the performance. If thinning is necessary for smaller equipment, add one (1) pint of water per five (5) gallons of paint. Product may be applied at desired mil thickness up to 15 wet mils. Thicker films will be slower drying and may exhibit cracking.

These paints, when applied in the 20-30 mils wet range, are designed to hold large glass beads, size of 0.8-1.3 mm, dual coated, applied at a rate of 8-12 lbs/gallon. Proper embedment is critical to this systems performance and should never be less than 50 %. Either air atomized or airless spray equipment can be used. Tip selection, pressure, paint viscosity and paint temperature are critical to the application of the paint and achieving enhanced durability and retroreflectivity. Proper consideration of these areas should insure a consistent and excellent appearance of the applied paint.
Do not use organic solvents. All equipment must be clean and flushed with water before applying paints.

CONDITIONS FOR APPLICATION: All surfaces must be clean, dry and free from oil, grease, antifreeze, loose sand, aggregate or chipping or peeling paint.. For complete drying and minimum dirt retention, lots should be closed to traffic for two hours minimum after painting. New asphalt and concrete should be allowed to cure for a minimum of 30 days before the application of paint when possible. Any curing compounds used on new concrete must be mechanically abraded off prior to striping. When striping on freshly sealed surfaces use caution as some sealers can affect the curing and adhesion of traffic paint.

CAUTION: For industrial use only. Not for residential use.
New asphalt surfaces should ideally be allowed to age several months before striping. Latex paints will not bleed on asphalt, but shrinkage of the paint film during curing may cause new asphalt to lift or crack. Exceeding the recommended film thickness will increase the tendency to cause asphalt lifting. If it is absolutely necessary to paint on new asphalt, thin the paint with one to two pints of water per gallon of paint and spray with the lowest pressure possible to produce a thin coat of no more than 7 mils of wet film thickness. Check asphalt by applying a test strip to aid in determining the readiness for painting. If applying two coats or over striping lines within a fire lane, allow the first coat to dry fully before applying the second coat.

Application Limitation:
Applying a test strip to determine dry to no- pickup time when humidity higher than 65%, cone whenever necessary.
Do not heat paint in striping system above 110°F
Do not apply when temperatures are below 50 F or humidity is greater than 85%
Do not apply when rain is forecast.
Do not mix with water
Do not apply when temperatures are near or below the dew point or rain is forecast within 2 hours.
Do not apply if temperatures expected to fall below freezing for 24 hours after application.

Shelf Life
Water based paint is best utilized within three months of delivery but remains usable for twelve months.

EQUIPMENT: All surfaces that come in contact with the paint should be stainless steel, PVC plastic, or a non reactive material. Galvanized, brass, copper, mild steel or aluminum will react with the product and clog the equipment.

CLEANUP OF EQUIPMENT: Flush the equipment with water. For dried residue a good household cleaner or "Windex" will aid in removal. A mixture of 25% alcohol and 75% water can be used to totally clean and flush the equipment, flush equipment with water only before reloading paint.

The Product Date offered herein is, to the best of our knowledge, true and accurate, but all recommendations are made without warning, expressed or implied. Because the conditions of use are beyond our control, neither Ennis Traffic Safety Solutions, nor its agents shall be liable for any injury, loss or damage, direct or consequential, arising from the use or the inability to use the product described herein. No person is authorized to make any statement or recommendation not contained in the Product Data, and any such statement or recommendation, if made, shall not bind the Corporation. Further, nothing contained herein shall be construed as a recommendation to use any product in conflict with existing patents, and no license under the claims of any patent is either implied or granted.

Ennis Traffic Safety Solutions
P.O. Box 404
1509 South Kaufman
Ennis, Texas 75120
1-800-331-8118

Certificate of Compliance

Manufacturer:

Ennis Traffic Safety Solutions
P.O. Box 404
1509 S. Kaufman
Ennis, Texas 75120
pH: 800/331-8118
fax: 800/555-0217

Date:
Description: Waterborne traffic marking paint
Code: 983431 EP200W17
Batch: Typical
Color: WHITE
Gallons: 1
Test ID:

Test Results	Min.	Max.	Actual
% Total Solids	75.14%	79.14%	77.61%
% Pigment	59.20%	63.20%	60.87%
% Vehicle Solids	40%		42.78%
Weight Lb./Gal	13.89	14.49	14.12
Viscosity K.U.	83	98	88
Fitness of Grind, Hegman	3		4+
Dry Opacity 5 bird	0.96		0.98
Directional Reflectance	84%		86.2%
Color Within Coordinates			Pass
Dry to No Pick UP @ 15 mils		10 minutes	8 minutes
Dry to No Pick Up @ 25 mils		25 minutes	22 minutes
Dry Through @ 90% R.H.		150 minutes	130 minutes
V.O.C. Less Than (grams/liter)		150	Pass

This Product **does not** contain mercury, lead, hexavalent chromium, tolulene, chlorinated solvents, hydrolyzable chlorine derivitaves, ethelene based glycol ethers and their acetates, nor any carcinogen as defined in 29-CFR 1910.1200.

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

Name: *Klyne Mc Carty*
Title: Technical Services Representative

Certificate of Compliance

Manufacturer:

Ennis Traffic Safety Solutions
P.O. Box 404
1509 S. Kaufman
Ennis, Texas 75120
pH: 800/331-8118
fax: 800/555-0217

Date:
Description: Waterborne traffic marking paint
Code: 983432 EP200Y19
Batch: Typical
Color: YELLOW
Gallons: 1
Test ID:

Test Results

	Min.	Max.	Actual
% Total Solids	75.03%	79.03%	76.56%
% Pigment	58.02%	62.02%	59.25%
% Pigment on Ashing	55.10%	59.10%	56.32%
% Vehicle Solids			42.48%
Weight Lb./Gal	13.27	13.87	13.58
Viscosity K.U.	83	98	88
Fitness of Grind, Hegman	3		4+
Dry Opacity 5 bird	0.96		0.990
Directional Reflectance	50%		51.4%
Color (±6% PR1 Central color)			Pass
Dry No Pick Up @ 15 mils		10 minutes	9 minutes
Dry to No Pick Up @ 25 mils		25 minutes	22 minutes
Dry Through Time		150 minutes	130 minutes
V.O.C. Less Than (grams/liter)		150	Pass

This Product **does not** contain mercury, lead, hexavalent chromium, tolulene, chlorinated solvents, hydrolyzable chlorine derivitaves, ethelene based glycol ethers and their acetates, nor any carcinogen as defined in 29-CFR 1910.1200.

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

Name: *Klyne Mc Carty*
Title: Technical Services Representative

UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
ENNIS PAINT, INC.

July 30, 2012

The undersigned, being all of the members of the Board of Directors (the "Board") of Ennis Paint, Inc., a Texas corporation (the "Corporation"), acting pursuant to the authority conferred in the Texas Business Organizations Code, hereby declare that when they have signed this consent, or a counterpart hereof, the following resolutions shall then be consented to, approved, and adopted to the same extent and to have the same force and effect as if adopted at a special meeting of the Board duly called and held for the purpose of acting upon proposals to adopt such resolutions:

Appointment of Officers

RESOLVED, that the current officers of the Corporation be and hereby are removed;

RESOLVED FURTHER, that the following persons be and hereby are elected to the offices of the Corporation set forth opposite their respective names, to serve until their respective successors are duly elected and qualified or, if earlier, such officer's death, resignation, or removal from office:

Name	Office
W. Bryce Anderson	Chairman
Randall S. Fojtasek	Vice Chairman
R. Steven Vetter	President and Chief Executive Officer
Matthew L. Soule	Chief Financial Officer
Vagn Askjaer	Vice President – Manufacturing and Operations
Dan Lang	Vice President – Marketing and Customer Support
Andrew Liebert	Vice President – Sales
Jason Sutherland	Vice President

Ted Navitskas	General Counsel and Secretary
Patrick Gilbert	Treasurer
G. Brice Hester	Assistant Vice President – Tax and Accounting
Thomas J. Hoolan	Assistant Vice President – Finance
Donald Vermeer	Assistant Vice President – Sales
Dane Alsabrook	Assistant Vice President – Sales

General Implementing Authority

RESOLVED, that the officers of the Corporation be and hereby are authorized, empowered, and directed to do or cause to be done all other things and acts, to execute and deliver or cause to be executed and delivered all other instruments, documents, and certificates, and to pay or cause to be paid all costs, fees, and taxes as may be, in their sole judgment, necessary, proper, or advisable in order to carry out and comply with the purposes and intent of the foregoing resolutions; and that all of the acts and deeds of the officers of the Corporation that are consistent with the purposes and intent of such resolutions be and the same hereby are, in all respects, approved, confirmed, ratified, and adopted as the acts and deeds of the Corporation.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned have executed this consent effective as of the date set forth above.

Randall S. Fojtasek

Patrick K. McGee

Jason D. Sutherland

W. Bryce Anderson

R. Steven Vetter

IN WITNESS WHEREOF, the undersigned have executed this consent effective as of the date set forth above.

Randall S. Fojtasek

Patrick K. McGee

Jason D. Sutherland

W. Bryce Anderson

R. Steven Vetter

IN WITNESS WHEREOF, the undersigned have executed this consent effective as of the date set forth above.

Randall S. Fojtasek

Patrick K. McGee

Jason D. Sutherland

W. Bryce Anderson

R. Steven Vetter

R. Steven Vetter

Ennis Paint, Inc.
115 Todd Court
Thomasville, NC 27360
(800) 331-8118 Phone
(336) 475-7900 Fax

January 19, 2015

Ms. Vanessa Brosten
ND Department of Transportation
Procurement Section
608 E Boulevard Avenue
Bismarck, ND 58505-0700

Re: Bid No. 630-66-15-050 Paint, Pavement Marking
Opens 1/21/2015 at 2:00PM

Dear Ms. Brosten,

Thank you for allowing Ennis Paint, Inc. the opportunity to quote you on our pavement marking products. Enclosed please find our completed response for Bid No. 630-66-15-050 Paint, Pavement Marking. Also enclosed is a self-addressed, stamped envelope. When available, it would be greatly appreciated if you would kindly return a copy of the bid tabulations for the aforementioned bid.

Please do not hesitate to contact me should you have any questions or if I can be of any assistance. Thank you for considering Ennis Paint, Inc. We look forward to the opportunity to serve the North Dakota Department of Transportation.

Best regards,

Jessica Townsend

Jessica Townsend
Contract Administration Manager
(469) 522-5816 Phone
(336) 475-7900 Fax
jtownsend@ennisflint.com

Amendment No. 1

To: ALL INTERESTED SUPPLIERS

From: Vanessa Brosten
North Dakota Department of Transportation

Date: January 9, 2015

Re: Bid No. 630-66-14-050, Paint, Pavement Marking

ITB 630-66-14-050, Paint, Pavement Marking, is amended as follows:

Delete Bid Response, Page 10 of 11.

Replace with Bid Response which is Page 2 of Amendment No. 1

Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Vanessa Brosten, Procurement Officer
PHONE: 701-328-4466
FAX: 701-328-0310
E-MAIL: vbrosten@nd.gov

Acknowledged By:	Ennis Paint, Inc.
Date:	1/19/2015
Name:	Dane Alsabrook, Assistant Vice President
Signature:	