

North Dakota Department of Transportation
INVITATION TO BID

Bid Number: 550-72-19-050	Bid Opening Date & Time: 02/19/2019; 2:00 CT
Items: Pavement Marking Tape - Preformed Patterned	Buyer: Sean Lackner
Bid Mailing Address: 608 East Boulevard Ave	Telephone Number: (701) 328-2571
City, State, Zip: Bismarck, ND 58505	Email: selackner@nd.gov
Contract Period: 03/01/2019 TO 02/29/2020	Date Prepared: 02/05/2019

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 (NDDOT) 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

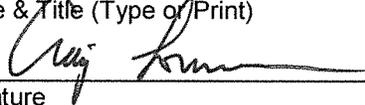
This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name 3M Company	Vendor Address 3M Center, Bldg. 225-4N-14, St. Paul, MN 55114
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(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.

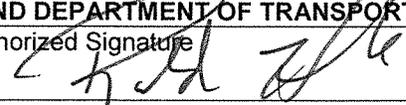
The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name 3M Company		
Mailing Address 3M Center, Bldg 225-4N-14, St. Paul, MN 55144		
Telephone Number 800-553-1380	Fax Number 888-246-9793	E-mail Address tbidgroup@mmm.com

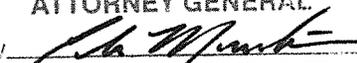
Craig Lorence, Proposal Manager
 Name & Title (Type or Print)

 Signature
 February 15, 2019
 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 	Date 3/8/19
Recommended for approval Brad Jan	Date 3-7-19
	Approximate contract amount \$



APPROVED as to execution this
8 day of March 2019
 ATTORNEY GENERAL
 By 
 SPECIAL ASST. ATTORNEY GENERAL

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 – 550-72-19-050
BID OPENING DATE/TIME – February 19, 2019, 2:00 PM Central
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Additional Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Purchasing Agency. Bids with additional terms and conditions may be rejected as non-responsive. (N.D.A.C. § 4-12-11-06)
2. **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>.
3. **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. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response. Award will be made as follows:
 - All or none.
4. **Award – Tie Bid Preference.** After applying any reciprocal preference, if a tie occurs between two or more bidders with equal bid prices or offerors with identical evaluation scores:
 - Preference must first be given to bids submitted by resident North Dakota vendors.
 - If a tie remains, preference is given to approved vendors on the Bidders List.
 - If a tie still remains, award shall be made in accordance with N.D.A.C. § 4-12-11-05.
5. **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.
6. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.
7. **Bid Opening.** 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. Interested parties are invited to attend the bid opening.
8. **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: <https://www.nd.gov/omb/vendor>.

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.

9. **Bidder Checklist.** HAVE YOU REMEMBERED TO:

- Review all instructions, terms and conditions, and specifications to ensure your bid response complies?
- Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?
- Indicate whether you can meet the delivery date indicated on the cover sheet?
- Sign your bid response on the cover sheet?
- Initial all changes and corrections?
- Submit any required samples or enclosures, if applicable?
- Mark the envelope as indicated above?
- Review and complete all requirements contained in this solicitation to ensure compliance.

10. **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 February 12, 2019. (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.

11. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.

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. **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. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the NDDOT Procurement Office before the date and time specified in the solicitation.

14. **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).

15. **Indemnification.** Bidders must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Agency or Entity in consultation with the North Dakota Risk Management Division. Upon receipt of the Notice of Award, the successful bidder must obtain the required insurance coverage and provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Agency or Entity, in consultation with the North Dakota Risk Management Division. A bidder's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

16. **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 bids will be rejected, regardless of the degree of lateness, unless the delay is due to the error of the Purchasing Agency and discovered before the selection of the successful bidder.
17. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.
18. **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.
19. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.
20. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.
21. **Open Records Requests.** Bid responses are exempt records until the date and time of the bid opening. After the bid opening, all bid responses are subject to North Dakota open records laws. Interested parties may contact the Procurement Officer to request information related to this solicitation.
22. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.
23. **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.
24. **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.
25. **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.

26. **Protests.** Protests of the solicitation must be received by the Procurement Officer within seven days before the bid closing deadline. Protests of the award or Notice of Intent to Award must be received by the Procurement Officer within seven days after receiving notice of award. Seven calendar days after award or issuance of the Notice of Intent to Award it will be assumed that all interested parties knew or should have known all the facts surrounding the award. Protests must be made in writing to the Procurement Officer and include the basis for the protest. (N.D.C.C. § 54-44.4-12; N.D.A.C. § 4-12-14.)
27. **Rejection.** Bid responses may be rejected if:
 - The bid response is not legible.
 - The bid response is not completed as requested.
 - The bid response is faxed to the procurement office.
 - The bid response is not responsive to the specifications or other requirements of the solicitation.
 - 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).

If all bids are rejected, the Procurement Officer will send written notice to bidders, including the reason all bids were rejected.

28. **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).
29. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.
30. **Specifications, Compliance.** All bid responses must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated 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.
31. **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.

32. **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 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.
33. **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.

Placement on the bidders list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: www.nd.gov/spo/vendor.

34. **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.
35. **Withdrawals after the bid opening date and time.** After the bid opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by 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. **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.
2. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.
3. **Billing and Payment Procedures.** Purchase orders will be issued by NDDOT Districts to the awarded contractor.

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.

4. **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.
5. **Compliance with Laws.** 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.
6. **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.

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. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date beginning **March 1, 2019, and ending February 29, 2020**, 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.

9. **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.

10. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and the offered commodities or services, including but not limited to the firm, personnel, qualifications, and the commodities and services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder. All material and workmanship are subject to inspection and testing by the State at the point of manufacturer, place of storage, or upon receipt. The State reserves the right to reject any commodities or services and terminate the contract if the Contractor fails to comply with the specifications, terms and conditions, or the seller's express or implied warranties. Rejected commodities will be

removed at the Contractor's expense. Failure to satisfactorily perform may result in suspension or debarment from the Bidders List.

11. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency either at the point of manufacturer, place of storage, or upon receipt.
12. **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.

13. **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. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.
14. **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.
15. **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: Amy LaMusga Customer Service Representative
(Name of person servicing this contract)

BUSINESS NAME: 3M Company

MAILING ADDRESS: 3M Center, Bldg. 235-3A-09

CITY & STATE: St. Paul, MN ZIP CODE: 55144-1000

PHONE NUMBER: 800-553-1380, Option 1 TOLL FREE: 800-553-1380, Option 1

FAX NUMBER: _____ E-MAIL: tcentral@mmm.com

SECTION TWO

SPECIFIC TERMS AND CONDITIONS FOR PAVEMENT MARKING TAPE

Scope:

This solicitation is intended to establish pricing agreements for pavement marking tape for highway maintenance.

NDDOT will not be obligated to purchase any minimum quantity from any contract(s) resulting from this solicitation.

Specifications:

Pavement marking tape is required to meet the specifications indicated herein.

Specifications: Bidders must furnish specifications for each item bid. Sales literature generally does not contain sufficient data to determine whether the materials comply with specifications. Bids received without proper documentation or required certifications will be deemed unresponsive and may be rejected as such. Bidders must also furnish information on applicable warranties and/or guarantees, including the terms and conditions.

PERFORMED PATTERNED PAVEMENT MARKING FILM.

A. General

- The markings shall be manufactured and packaged to permit storage at the manufacturer's recommended shelf life for a period of not less than one year from the date of purchase.
- Legends and symbols shall meet the applicable shapes and sizes.

B. Composition

- Provide retroflective pliant polymer pavement markings that consist of a mixture of polymetric materials, pigments and glass beads distributed throughout its base cross-sectional area, with a reflective layer of ceramic beads bonded to a polyurethane topcoat surface.
- Provide material with a patterned surface with between 35 and 65 percent of the surface area raised and presenting a near vertical face to traffic approaching from all directions.
- Ensure the channels between the raised areas are substantially free of exposed beads or particles.
- Provide material that has minimal exposed beads and particles between the raised areas.
- Provide preformed markings that conform to pavement contours by the action of traffic.
- Provide pavement markings applied using a pressure sensitive adhesive in accordance with the manufacturer's instructions. Provide markings that are immediately ready for traffic after application.

C. Skid Resistance

- Provide tape that has a surface that provides an initial minimum skid resistance value of 45 BPN when tested according to ASTM E 300. Obtain the values at downweb and at 45 degree angle from downweb. Average the two values to find the skid resistance of the patterned surface.

D. Thickness

- Provide patterned material that, without adhesive, has a minimum thickness of 65 mils at the thickest portion of the patterned cross-section and minimum thickness of 20 mils at the thinnest portion of the cross-section.

E. Beads

- Provide ceramic beads on the surface of the material that have a minimum index of refraction of 1.7 when tested according to ASTM E 1967. Provide glass beads, that when mixed into pliant polymer, have a minimum index of 1.5 when tested according to ASTM E 1967.

F. Patchability

- Provide film capable of being patched using the same type of material.

G. Reflectance

- Provide markings that have minimum initial retro reflectance values specified in Table 880-05 when measured according to ASTM D 4061. Measure specific luminance (SL) expressed as millicandelas per square foot per foot candle. Use a 50 foot test distance and a sample size of a 2.0 x 2.5 foot rectangle.

Table 880-05		
	White	Yellow
Entrance Angle	86.5°	86.5°
Observation Angle	1°	1°
SL¹	700	500
¹ Obtain reflectance measurements using an "Ecolux" brand retro reflectometer or equivalent.		

**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 non-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.

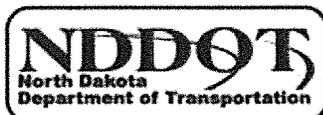
Contractor, or Contractor's delivery agent, shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 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



Amendment No. 1

To: ALL INTERESTED SUPPLIERS
From: North Dakota Department of Transportation
Date: February 5, 2019
Re: Amendment to RFB 550-72-19-050, Pavement Marking Tape – Performed Patterned

Questions pertaining to this solicitation have been asked and this solicitation is amended as follows:

Question 1:

I found the attached on the ND OMB website, but it seems to be missing information. I don't see a bid form showing the specific legends that you are looking for.

Answer 1:

The Bid Response sheet is included in this amendment. All bidders are instructed to insert the Bid Response sheet after page 9 of 9 and before Appendix A in the Mailing and Bidders Instructions.

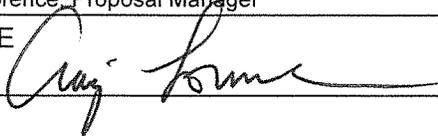
The bid is hereby amended.

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.

Sean Lackner, Procurement Officer
PHONE: 701-328-2571
FAX: 701-328-0310
E-MAIL: selackner@nd.gov

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

PRINTED NAME OF BIDDER OR OFFEROR <u>and</u> TITLE Craig Lorence, Proposal Manager	
SIGNATURE 	DATE February 11, 2019

BID RESPONSE

BIDDERS MUST ATTACH COMPLETE PRODUCT SPECIFICATIONS AND WARRANTY INFORMATION.

1. PREFORMED PATTERNED PAVEMENT MARKING FILM. Preformed patterned markings as per specification 880-05. Product shall be available in rolled goods of various widths and prefabricated legends and symbols. Submit separate price lists for available legends and symbols not identified below.

Brand 3M Company Warranty Please see attached Product Bulletin

DESCRIPTION	Brand and Product Number/Package Size	Bid Price
a. Rolled Goods (Indicate available width/length per roll)	Yellow: # 3M #A381IES Yellow	\$ 5.25 SF
	White: # 3M #A380IES White	\$ 5.25 SF
	48" x 20 yds; 4", 5", 6", 8", 10", 12", 16", 18", 24" x 30 yds Roll sizes: 12", 16", 24" x 25 yds; 8" x 80 yds; 4", 5", 6" x 100 yds:	
b. Curved	# 3M# SMS-L380IES- RA (Rt Arrow) or LA (Lft Arrow) Qty/Pkg 4/pkg	\$ 735.00 /pkg
c. Only	# 3M# SMS-L380IES- ON Qty/Pkg ² /pkg	\$ 588.00/pkg
d. Railroad crossing	# 3M# SMS-L380IES- RX Qty/Pkg 1/pkg	\$ 582.75/pkg
e. Disabled symbol	# 3M# SMS-L380IES- HC Qty/Pkg 1/pkg	\$ 215.25 /pkg
f. Adhesive	# 3M# P-50 5 gallons	\$ 200.00/ 5 gals

5/2
CP

Estimated delivery: 20-30 days ARO.

Symbols and Legends

Tape L380I ES White

3M™ Stamark™ Pavement Marking Tape
L380I ES white pre-cut symbols and legends with pressure sensitive adhesive and liner.

Code	Description	Size	Quantity Per Package	Estimated Sq. Ft. Per Package	Net Price Per Package
SMS-L380IES-SA	Straight Arrow	115.2" x 38.4"	4	50	\$ 595.69 *
SMS-L380IES-LA	Left Curve Arrow	96" x 73"	4	62	871.47 *
SMS-L380IES-RA	Right Curve Arrow	96" x 73"	4	62	871.47 *
SMS-L380IES-LE/RE	Elongated Left Arrow/ Right Arrow	145" x 31"	2	36	650.84 (NR)
SMS-L380IES-RD	Lane Drop Right Arrow	216" x 62"	1	45	750.13 (NR)
SMS-L380IES-LD	Lane Drop Left Arrow	216" x 62"	1	45	750.13 (NR)
SMS-L380IES-ON	"ONLY" Legend, 8 ft.	96" High	2	46	700.49*
SMS-L380IES-ST	"STOP" Legend, 8 ft.	96" High	1	23.5	397.13 (NR)
SMS-L380IES-AH	"AHEAD" Legend, 8 ft.	96" High	1	29	490.90 (NR)
SMS-L380IES-SC	"SCHOOL" Legend, 8 ft.	96" High	1	35	573.63 (NR)
SMS-L380IES-XI	"XING" Legend, 8 ft.	96" High	1	20	380.58 (NR)
SMS-L380IES-YI	"YIELD" Legend, 8 ft.	96" High	1	44	672.91 (NR)
SMS-L380IES-B4	"BIKE" Legend, 4 ft.	44" High	1	9	220.50 (NR)
SMS-L380IES-R	Letter "R" for Railroad Crossing	72" x 11-1/2"	2	11.5	209.59 (NR)
SMS-L380IES-RX	Railroad Crossing Pkg. Consists of: 2 "R's" 72" and One Roll 16"x42' for "X"			69	689.45 *
SMS-L380IES-RP-78	Railroad Crossing Pkg. Consists of: 2 "R's" 78-3/4" and One Roll 16"x42' for "X"			70	700.49 (NR)
SMS-L380IES-K4	Bicycle Symbol, 4 ft.	48" x 25"	2	18	237.17 (NR)
SMS-L380IES-RK6	Right Bicycle Symbol, 6 ft.	72" x 41"	2	40	408.16 (NR)
SMS-L380IES-LK6	Left Bicycle Symbol, 6 ft.	72" x 41"	2	40	408.16 (NR)
SMS-L380IES-SE	Elongated Straight Arrow	144" x 20"	2	25	601.21 (NR)
SMS-L380IES-ME	"MERGE" Legend, 8 ft.	96" High	1	50	739.10 (NR)
SMS-L380IES-A6	Straight Arrow Bicycle, 6 ft.	72" x 24"	2	13	187.53 *

* Item in stock, will ship within 2 business days or less, up to 25 packages, when order is placed with 3M Customer Service by 1:00 CST.

All orders are subject to 3M credit approval. For orders over 25 packages please contact your customer service representative for ship date.

For symbols and legends not listed here, please contact 3M's Pricing Department at tssd-quotes@mmm.com (Fax: 888-246-9793).

(NR) = Non-Returnable Item, see returned goods policy for more information.

3M™ Stamark™ Surface Preparation Adhesive is required for Series 270 ES tape when application is outside of 3M Climate Guide dates.

North Dakota Department of Transportation
Pavement Marking Tape – Preformed Patterned
Bid Number: 550-72-19-050

3M'S CLARIFICATIONS/QUALIFICATIONS

QUALIFICATION OR EXPLANATION #	SECTION NUMBER AND/OR HEADING	PAGE/ ITEM NUMBER	CLARIFICATION/QUALIFICATION
1.	10. Inspection and Investigations	Page 6 of 9	Subject to 3M confidentiality and safety requirements 3M will agree to inspections and investigations as to the company and its products. 3M is unable to provide information on its personnel that is considered confidential and/or its protected from disclosure by law.
2.	Appendix E of the Title VI Assurances	Page 12	<p>3M's EEO and AA standard prohibit all forms of discrimination against applicants, employees, vendors, contractors, or customers on the basis of race, color, creed, religion, sex, national origin, age, disability veteran status, pregnancy, genetic information, sexual orientation, marital status, citizenship status, status with regards to public assistance, gender identity/expression, membership or activity in a local human rights commission, or any other reason prohibited by law. 3M's EEO and AA standard and programs include the necessary reporting and monitoring required to ensure equal opportunities for qualified minorities, women, protected veterans, and individuals with disabilities, and also provide reasonable accommodation to individuals with disabilities, including disabled veterans.</p> <p>These standards and programs require that employment decisions be based on valid job requirements and extend to all terms and conditions of employment, including, but not limited to, recruitment, selection, compensation, training, promotion, and benefits. And with respect to discrimination and harassment, all 3M employees must know and understand that consistent with our policies, 3M will not tolerate this behavior, meaning that any violation will be met with the appropriate company response, up to and including termination of employment.</p>

QUALIFICATION OR EXPLANATION #	SECTION NUMBER AND/OR HEADING	PAGE/ ITEM NUMBER	CLARIFICATION/QUALIFICATION
			<p>3M's policies may differ slightly in detail from the various statutory provisions cited in Appendix E and a number of these provisions appear inapplicable to this procurement.</p> <p>A copy of 3M's EEO and AA Policy Statement is attached.</p>

3M General Offices

3M Center
St. Paul, MN 55144-1000
651 733 1110

Equal Employment Opportunity (EEO) and Affirmative Action (AA)



Applies To	All regular full-time and regular part-time U.S. employees and applicants for U.S. employment.
Introduction & Background	3M believes that successfully managing diversity in the work force is essential to the future competitive position of the company. To help us achieve this objective, we have implemented and now reaffirm our support for the company's equal employment opportunity (EEO) and affirmative action (AA) policies and programs.
Policy Statement	<p>Overall responsibility for compliance with this document is assigned to the Chief Diversity Officer and all supervisors and hiring managers.</p> <p>3M prohibits all forms of discrimination or harassment against applicants, employees, vendors, contractors, or customers on the basis of race, color, creed, religion, sex, national origin, age, disability, veteran status, pregnancy, genetic information, sexual orientation, marital status, citizenship status, status with regards to public assistance, gender identity/expression, membership or activity in a local human rights commission, or any other reason prohibited by law.</p> <p>3M's EEO and AA standard and programs include the auditing, reporting, and monitoring necessary to ensure equal opportunities for qualified minorities, women, protected veterans, and individuals with disabilities, and also provide reasonable accommodation to individuals with disabilities, including disabled veterans. Progress reports on affirmative action are received/reviewed by the CEO.</p> <p>These policies and programs require that employment decisions be based on valid job requirements, and extend to all terms and conditions of employment, including, but not limited to, recruitment, selection, compensation, training, promotion, and benefits. And with respect to discrimination and harassment, all 3M employees must know and understand that consistent with our policies, 3M will not tolerate this behavior, meaning that any violation will be met with the appropriate company response, up to and including termination of employment.</p> <p>3M also prohibits all forms of retaliation – including harassment, intimidation, threats, coercion, or discrimination – against any individual because such individual has: (1) filed a complaint; (2) assisted or participated in an investigation, compliance evaluation, hearing, or other activity related to the administration of federal EEO and AA requirements; (3) opposed any act or practice made unlawful by these requirements; or (4) exercised any other right protected by these requirements.</p>
Additional Elements	If you believe you have been or are being harassed or discriminated against in violation of 3M's EEO policies, please contact your supervisor, manager, or 3M Human Resources Representative. Complaints can also be made by contacting the 3M Business Conduct Helpline at 1-800-243-0857 (operated by EthicsPoint), or by visiting the Business Conduct & Policy Center.
Related Information	Code of Conduct Principles - BE GOOD: Compliance, BE RESPECTFUL: Respectful Workplace Invitation to Self-Identify: Race/Ethnicity, Disability, Veteran
For Further Information	To view the affirmative action program for protected veterans and individuals with disabilities, please contact the Office of Diversity and Inclusion during normal business hours at 651-737-4872 to make viewing arrangements.
Issue Date	January 1, 2019


Michael Roman
Chief Executive Officer

3M Company Government Contracts Power of Attorney

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

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

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

<u>3M Purification Inc.</u> Towne, Richard	<u>Electrical Markets Division</u> Irwin, Mike Kieffer, John Larson, Loren McGurran, Dan	<u>Industrial Adhesives & Tapes Division</u> Canniff, Perry (FSS Contracts only)
<u>3M Unitek Corporation</u> Gregg, Shawn McCloskey, Molly Ricker, Bryant	 <u>Electronics Materials Solutions Division</u> Anderson, Kevin	<u>Industrial Mineral Products Division</u> Erickson, Scott
<u>Advanced Materials Division</u> Davis, Scott Hanson, Scott Ingstad, Cheryl Lockhart, Bruce Moeller, Kent Morin, Eric Pearson, Claudia Race, Robert Utley, Elizabeth	 <u>Food Safety Department</u> Canniff, Perry Erdman, Michelle Wadie, John	<u>Medical Solutions Division</u> Haataja, Brian (Service Support only) McDonald, Michael
<u>Aeero Technologies LLC.</u> Canniff, Perry Hinko, David	 <u>Government R&D Contracts Department*</u> Kays, Steven Martinez, Rita	<u>Oral Care Solutions Division</u> Gregg, Shawn McCloskey, Molly McDonald, Michael Ricker, Bryant
<u>Automotive and Aerospace Solutions Division</u> Canniff, Perry	 <u>3M Health Information Systems</u> Black, Lisa Cline, Jan Garrison, Garri Graves, Terri Jennings, Gerald Kim, Myung Mason, Deborah Mathison, John McDonough, James Mitchell, Brian Peddicord, Kyle	<u>Personal Safety Division</u> Canniff, Perry
<u>Display Materials & Systems Division</u> Summers, Micki		<u>Stationery & Office Supplies Division</u> Rihm, Diana
		<u>Transportation Safety Division</u> Broin, Susan Clark-Ferris, Kim** Do, Thanh-Huong** Frampton, Steven Lorence, Craig Trac, Phu**

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

<u>Global Channel Services</u> TBD	<u>Government Marketing-Sales</u> Weller, Greg	<u>Government Contract Compliance</u> Agoye, Jenna Bordas, Rich Carr, Terrance Horwitz, Charles Paraschou, Maria Robinette, Thomas
<u>U.S. Pacific Branches</u> Mathers, Stéphanie		
<u>Office of General Counsel</u> Kuyath, Richard		

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

<u>Trade Compliance Department</u> Goebel, Kathleen Kirr, Ashley LaMere, Pierre Mulínix, Jonathan
--

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

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M. The undersigned has this Power of Attorney on this 20th day of September, 2018.

By: Charles Horwitz

Charles Horwitz
Director, Government Contract Compliance
3M Company

*Authority is delegated by 3M's Senior Vice President, Research and Development, and Chief Technology Officer, to the Vice President, Research and Development, for their respective 3M Business Groups, and to certain specified employees in GR&DC; to execute proposals, contracts, subcontracts (including certifications, representations and warranties to comply with certain laws and regulations) for government R&D services. Authority to sign country of origin certifications for government R&D services is delegated to the Trade Compliance Department as specified above.

**Authority expressly limited to executing Certificates of Conformance.



Stamark™ High Performance Tape

Series 380I ES

Product Bulletin 380I ES

November 2008

Replaces 380I ES dated October 2006

Description

3M™ Stamark™ High Performance Tape Series 380I ES can be used as an inlay marking on new asphalt or as an overlay marking on asphalt and concrete pavement surfaces in good condition.

Series 380I ES tape offers “Extended Season” applications due to an improved pressure sensitive adhesive (PSA) package on the bottom surface. Series 380I ES does not require 3M™ Stamark™ Surface Preparation Adhesive P-50 prior to application, if applied during the application season as outlined in the 3M Climate Guide for 3M™ Stamark™ Pavement Marking Tapes.

Series A380I ES: Used for long lines, edge lines, channelizing lines, gore markings, stop bars and crosswalks.

Series L380I ES: Lined. Used to cut symbols and legends.

Series SMS-L380I ES: Lined. Precut symbols and legends.

Properties

A. Product Features

- Durable, conformable to pavement and retroreflective
- Embedded net provides increased tear resistance
- Pressure sensitive adhesive (PSA) on bottom surface
- No surface preparation adhesive required when applied within standard tape application season as defined by the 3M Climate Guide
- Series 380I ES tape can be applied early and late season, down to 40°F (4°C) with use of 3M™ Stamark™ Surface Preparation Adhesive P-50
- Long-term reflectivity design
- Abrasion-resistant microcrystalline ceramic beads bonded in a highly durable polyurethane topcoat

- Yellow microcrystalline ceramic beads incorporated in Series 381I ES tape to improve nighttime yellow color
- Manufactured without the use of heavy metals, lead chromate pigments or other similar, lead-containing chemicals
- Patterned design presents a near vertical surface to traffic to maximize retroreflectance
- Nominal thickness of 0.065 in. (1.6 mm) at pattern heights
- White: 380I ES
- Yellow: 381I ES

B. Reflectance

Series 380I ES tape has the following initial minimum retroreflectance values when measured in accordance with ASTM-D4061. The photometric quality to be measured is coefficient of retroreflected luminance (R_L) and shall be expressed as:

English R_L : millicandelas per square foot per foot-candle $[(\text{mcd} \cdot \text{ft}^{-2}) \cdot \text{fc}^{-1}]$ or equivalently as:

Metric R_L : millicandelas per square meter per lux $[(\text{mcd} \cdot \text{m}^{-2}) \cdot \text{lx}^{-1}]$

	White	Yellow
Entrance Angle	88.76°	88.76°
Observation Angle	1.05°	1.05°
Retroreflected Luminance*	500	300

R_L $[(\text{mcd} \cdot \text{ft}^{-2}) \cdot \text{fc}^{-1}]$

*The quantity of retroreflected luminance (R_L) “relates to the way the effective retroreflective surface is focused on the retina of the human eye and to the visual effect thereby produced. It is recommended for describing the performance of highway signs and striping, or large vehicular markings which are commonly viewed as discernible surface areas.” Federal Test Method Standard 370, 3.1.2, Note 6, March 1, 1977.

If Series 380I ES tape is applied in accordance with all 3M application procedures provided in 3M's product bulletins, information folders and technical memos; and fails to retain the minimum reflectance value (for longitudinal and symbol and legend markings) or fails to adhere to the roadway or fails due to complete wear-through (for transverse and channelizing markings) during the warranty period shown in Table 2 (from the date of installation), 3M's sole responsibility and purchaser's and user's exclusive remedy shall be:

3M will provide the replacement materials that will restore the pavement marking retroreflectivity values to warranty levels or greater.

Conditions

Such failure must be solely the result of design or manufacturing defects in the Stamark high performance tape and not of outside causes such as improper installation or substrate failure. Failure to follow recommended application procedures will void this warranty.

Damage to pavement markings caused by snow removal equipment is not covered under this warranty.

A visual night inspection must be made with a 3M representative and a customer representative present to identify areas of the installation which appear to be below the minimum retained reflectance values specified in Table 1. Areas which appear to be below the minimum retained reflectance value shall be identified as "zones of measurement." To qualify for material replacement, a "zone" must be at least 360 feet in road length and consist of either edge lines, center lines or lane lines, but not in combination, or a single word or symbol marking.

3M reserves the right to determine the type of replacement marking and method of installation.

Replacement markings will carry the unexpired warranty of the marking it replaces.

Claims made under this warranty will be honored only if the customer has maintained an accurate record of the dates of material installation, which constitutes the start of the warranty period.

Claims under this warranty will be honored only if 3M is notified of a failure within a reasonable time, reasonable information requested by 3M is provided, and 3M is permitted to verify the cause of the failure.

Limitation of Liability

3M's liability under this warranty is limited to replacement as stated herein, and 3M assumes no liability for any incidental or consequential damages, such as lost profits, business or revenues in any way related to the product regardless of the legal

theory on which the claim is based. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.

Reflectance Measurement Procedures for Warranty

Step 1: A visual night inspection must be made with a 3M representative and a customer representative present to identify areas of installation which appear to be below the specified minimum retained reflectance values in the Table 1.

Areas which appear to be below the minimum retained reflectance value shall be identified as zones of measurement. To qualify for materials replacement, a zone must be at least 360 feet (108 meters) in road length and shall consist of either edge lines, center lines or lane lines, but not in combination.

Step 2: Within each zone, reflectance measurements must be taken at specified checkpoint areas.

a. Zones Measuring 360 Feet (108 m) to 1,080 Feet (324 m) in Length

No separate checkpoints are required. For continuous lines, reflectance measurements must be made at approximately 20 ft. (6 m) intervals throughout the zone. For skip lines, two measurements must be taken at two random locations on each skip.

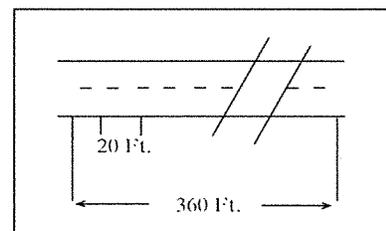


Figure 1

b. Zones Measuring 1,080 Feet (324 m) to 6 Miles (9.6 km) in Road Length

A total of 18 measurements must be made at each of three checkpoints within the zone, including the start point, the mid point and the end point. For continuous lines, reflectance measurements must be made at 20-foot (6 m) intervals throughout each checkpoint. For skip lines, two measurements must be taken at two random locations on each skip.

FOR INFORMATION OR ASSISTANCE

CALL:

1-800-553-1380

IN CANADA CALL:

1-800-265-1840

Internet:

www.3M.com/tss

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

Important Notice

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

3M, Stamark and the "waffle pattern" are trademarks of 3M. Used under license in Canada.



Traffic Safety Systems Division

3M Center, Building 0225-05-S-08
St. Paul, MN 55144-1000
1-800-553-1380
www.3M.com/tss

3M Canada Company

P.O. Box 5757
London, Ontario N6A 4T1
1-800-3MHELPS

3M México, S.A. de C.V.

Av. Santa Fe No. 55
Col. Santa Fe, Del. Alvaro Obregón
México, D.F. 01210

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Bolger 8110970
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3M™ Stamark™ Surface Preparation Adhesive P-50

Instructions for use with 3M™ Stamark™ Pavement Marking Tapes

Information Folder 5.17

May 2014

Replaces IF 5.17 dated March 2010

Directions for Use	3M™ Stamark™ Surface Preparation Adhesive P-50 is extremely flammable; handling and storage precautions on the container must be observed. Containers must be opened away from the face slowly and carefully to vent any internal vapor pressure. Stamark surface preparation adhesive P-50 is applied by using the Adhesive Spray Applicator PS-14. Use P-50 within two years of receipt. See Storage Recommendations for proper methods of storage.
Coverage	P-50 sprayable adhesive coverage is about 450 lineal ft./gal. (35 m/l) spraying a 6-inch (15 cm) wide pattern. The resulting wet thickness is approximately 6.0–7.0 mil. If tape wider than six inches (15 cm) is to be applied, make multiple passes with the adhesive spray applicator.
Application Conditions — Stamark™ Durable Tapes	<ol style="list-style-type: none">1. Air temperature — Minimum 40°F (4°C) and rising in a season when nighttime lows are above 40°F (4°C). To determine if P-50 is required, refer to the 3M Climate Guide or product bulletin for tape to be applied.2. No rainfall for previous 24 hours. Other visible signs of moisture (dew or frost) should not be present.3. Asphalt surfaces must be at least three days old before applying the P-50 adhesive.4. Concrete surfaces open to traffic less than 90 days must have the curing compound removed before applying P-50. Curing compound can be removed by sandblasting or other methods such as shotblasting or hydroblasting. If hydroblasting is used the road must be allowed to dry completely before application of P-50 and Stamark tapes.5. The pavement surface must be clean, dry, and in good condition.6. Do not apply P-50 over old pavement markings such as paint, epoxy, thermoplastic, and preformed tapes including Stamark tapes. Old pavement markings must be removed using methods such as sandblasting, shotblasting, or grinding. Hydroblasting may also be used, but the road must be allowed to dry for a minimum of 24 hours before application of P-50 and Stamark tapes. At least 90 percent of the old pavement marking material must be completely removed down to the road surface prior to application of P-50.7. Traffic must be kept off of pavement surfaces coated with a surface preparation adhesive prior to tape application.

**FOR INFORMATION OR ASSISTANCE
CALL: 1-800-553-1380**

**IN CANADA CALL:
1-800-265-1840**

**Internet:
www.3M.com/roadwaysafety**

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

Important Notice

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



Traffic Safety and Security Division
3M Center, Building 225-04-N-14
St. Paul, MN 55144-1000
1-800-553-1380
www.3M.com/roadwaysafety

3M Canada Company
P.O. Box 5757
London, Ontario N6A 4T1
1-800-3MHELPS

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Av. Santa Fe No. 55
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México, D.F. 01210

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**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50190088**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and 3M Company, hereinafter known as the Contractor, whose address is 3M Center Building, 225-4N-14, St. Paul, MN 55114.

WHEREAS, the parties entered into a contract on March 8, 2019; and

WHEREAS, the contract was competitively bid and awarded to the Contractor; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through February 28, 2021..



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Virginia Bergstrom
NAME (TYPE OR PRINT)

Virginia Bergstrom
SIGNATURE

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

CONTRACTOR:

3M Company
COMPANY NAME

Craig Lorence
OFFICER'S NAME (TYPE OR PRINT)

Craig Lorence
SIGNATURE

Proposal Manager
TITLE

January 15, 2020
DATE

WITNESS:

LAUREEN M. MARTIN
NAME (TYPE OR PRINT)

Laureen M Martin
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Ronald J. Henke

Ronald J Henke
DIRECTOR (TYPE OR PRINT)

Ronald J Henke
SIGNATURE

1/27/2020
DATE

APPROVED as to substance by:

Brad Darr
DIVISION DIRECTOR (TYPE OR PRINT)

Brad Darr
SIGNATURE

1-21-2020
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

APPROVED as to execution this
24th day of January 2020
ATTORNEY GENERAL
By John Martin
SPECIAL ASST. ATTORNEY GENERAL



**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50190088**

Project No. Pavement Marking Tape - Preformed Patterned

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and 3M Company, hereinafter known as the Contractor, whose address is 3M Center, Bldg 225-4N-14, St Paul, MN 55114.

WHEREAS, the parties entered into a contract on 03-08-2019; and

WHEREAS, the NDDOT would like to add 3M# 710/711 to the contract; and

WHEREAS, the contractor has agreed to add 3M# 710/711; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract will include item 3M# 710/711 at the price of \$2.25/sq ft. An e-mail from Gini Bergstrom of 3M is attached.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

JOHN J. SHERMAN
NAME (TYPE OR PRINT)
John Sherman
SIGNATURE

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

CONTRACTOR:

3M Company
COMPANY NAME
Steven Frampton
OFFICER'S NAME (TYPE OR PRINT)
Steven Frampton
SIGNATURE
Compliance Manager
TITLE
July 6, 2020
DATE

WITNESS:

Sondra Goebel
NAME (TYPE OR PRINT)
Sondra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

For RONALD J. HENKE
DIRECTOR (TYPE OR PRINT)
RJH
SIGNATURE
7/16/2020
DATE

APPROVED as to substance by:

Bred Darr
DIVISION DIRECTOR (TYPE OR PRINT)
Bred Darr
SIGNATURE
7-15-2020
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

APPROVED as to execution this
15th day of July 2020
ATTORNEY GENERAL
By [Signature]
SPECIAL ASST. ATTORNEY GENERAL

