



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 RSHEET09

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

VENDOR FROM

*709030117 07 800-553-1380
 3M COMPANY
 3M CENTER BLDG 235-03-~~1~~09 ^{A 03}
 ST PAUL MN 55144-1000

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/21/2009				

BID OPENING DATE: 08/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1.				CONTACT INFORMATION FOR JO ANN ADKINS: FAX: 304.558.8802 EMAIL: JO.A.ADKINS@WV.GOV		
2.				THE ELECTRONIC VERSION OF RSHEET09 PRICING PAGES CAN BE FOUND AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM		
***** END OF ADDENDUM NO. 1 *****						

RECEIVED

2009 AUG -7 AM 10:17

WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TITLE Contract Administrator	FEIN 41-0417775	TELEPHONE 800-553-1380	DATE 8-4-09
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ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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BID OPENING DATE: 08/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-44		
REFLECTIVE SHEETING REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS TYPE ASTM-III RETROREFLECTIVE SIGN SHEETING. INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JULY 30, 2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 ATTACHMENTS: RSHEET09 SPECIFICATIONS, 9 PAGES. DOH APPROVED PRODUCT LIST, 2 PAGES. RSHEET09 PRICING PAGE, 1 PAGE. RESIDENT VENDOR PREFERENCE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TITLE Contract Administrator	FEIN 41-0417775	TELEPHONE 800-553-1380	DATE 8-4-09	ADDRESS CHANGES TO BE NOTED ABOVE
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PURCHASING AFFIDAVIT						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS- PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Matthew J. Bignell	TELEPHONE	800-553-1380	DATE	8-4-09
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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800-553-1380	8-4-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Contract Administrator	41-0417775	

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: RSHEET09</p> <p>BID OPENING DATE: 08/10/2009</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>888-246-9793</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Matthew J. Bignell	TELEPHONE	800-553-1380	DATE	8-4-09
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BID OPENING DATE: **08/10/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
--- Matthew J. Bignell ---						
***** THIS IS THE END OF RFQ RSHEET09 ***** TOTAL:						<u>\$19,509.48</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TITLE Contract Administrator	FEIN 41-0417775	TELEPHONE 800-553-1380	DATE 8-4-09
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RSHEET09 Specifications

SCOPE OF CONTRACT

The purpose of this Contract shall be to provide Type ASTM-III retroreflective sign sheeting to various state agencies. The Type ASTM-III sheetings included as part of this Contract do not require the use of matched component inks or films.

SPECIFICATIONS-GENERAL

Sheetings, inks, and films to be considered for award as part of this Contract must, as a minimum, be included on the Division's current Approved Products listing (APL) for Retroreflective Sign Sheetings, the requirements of which are as follows:

- Completion of three (3) years of outdoor weathering testing in the AASHTO NTPEP Outdoor Reflective Sheeting Performance Testing Program, with the exception of orange and fluorescent-orange sheetings (one (1) year testing required).
- Evaluation and approval by the WVDOH, by means in addition to the NTPEP program as determined to be necessary, to be in conformance with applicable performance and durability requirements.

Note, in addition to the above APL requirement, all materials must also have been previously evaluated and approved by the WVDOH to be in conformance with the specific manufacturing equipment and manufacturing process requirements of the WVDOH. Due to additional consideration that must be taken into account in regards to the above mentioned manufacturing equipment and manufacturing process requirements, the inclusion of a specific material on the WVDOH Approved Products Listing (APL) shall not be misinterpreted as constituting the sole requirement for a product to be awarded as part of this Contract. Sheetings that are not approved for WVDOH internal production use due to manufacturing issues associated with the sheeting shall be noted on the APL, and is included as an attachment to these specifications.

Technical Assistance: The successful bidder shall be able to provide technical assistance for the service of application equipment and the instruction and training of State personnel. This shall include, but not be limited to, calibration and trouble shooting of application equipment, training films, material application, screen-printing techniques, packaging, storage and inks.

Certification submittal: Certifications will be required for all sheeting ordered as part of this Contract. Certifications are to be received within ten (10) calendar days after receipt of material. Any change in formulation of the material must be submitted in writing to the WVDOH. The WVDOH will then determine if these changes will require retesting or additional testing of the material and if they comply with these specifications.

Delivery Schedule: All deliveries shall be provided F.O.B. to the State's designated point of delivery (Charleston, WV or 60 miles from Charleston's boundary). The first expected delivery of material shall be not later than thirty (30) days following official notification of contract award and initial order. All subsequent deliveries shall be F.O.B. destination within fifteen (15) days after receipt of order.

Liquidated Damages: Deliveries not completed in a timely manner shall be subject to liquidated damages as set forth in section 108.7 of the current edition of "Standard Specifications Roads and Bridges". See table 108.7.1.

TYPE ASTM- III REFLECTIVE SHEETING – SPECIFICATIONS

DESCRIPTION:

The sheeting shall be a high-intensity encapsulated glass-bead retroreflective material or unmetallized microprismatic retroreflective element material with a transparent, weatherproof topcoat having a smooth outer surface. The sheeting shall have a pre-coated adhesive backing protected by a removable liner.

REQUIREMENTS:

General: The reflective sheeting shall have sufficient strength so that it can be handled, processed, and applied according to the recommendations of the sheeting manufacturer without appreciable stretching, tearing, or other damage. The sheeting shall permit cutting and color processing with compatible transparent and opaque process inks at temperatures of 60 to 100 F (15 to 38 C) and relative humidity at 20 to 80 percent. The sheeting shall be heat resistant and permit force curing without staining of applied or unapplied sheeting at temperatures as recommended by the manufacturer.

Coefficient of Retroreflection: The sheeting shall have minimum reflective intensity values 0.2 degrees and 0.5 degrees, observation angle, as shown in Table IV below, expressed as candle power per foot candle per square foot (candelas per lux per square meter) of material.

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown
0.2	-4	250	170	45	45	20	12
0.2	+30	150	100	25	25	11	8.5
0.5	-4	95	62	15	15	7.5	5
0.5	+30	65	45	10	10	5	3.5

measurements shall be made per ASTM D4956. The values of 0° and 90° rotation are averaged to determine conformance.

Color: Daytime and nighttime color of the sheeting shall have substantially the same hue. The daytime color chromaticity coordinates for CIE standard illuminant D65 and the 1931 CIE 2° standard observer shall be in accordance with Table II below when tested in accordance with ASTM D4956.

Color	1		2		3		4	
	x	y	x	y	x	y	x	y
White	0.303	0.300	0.368	0.366	0.340	0.393	0.274	0.329
Yellow	0.498	0.412	0.557	0.442	0.479	0.520	0.438	0.472
Green	0.026	0.399	0.166	0.364	0.286	0.446	0.207	0.771
Blue	0.140	0.035	0.244	0.210	0.190	0.255	0.065	0.216
Brown	0.430	0.340	0.610	0.390	0.550	0.450	0.430	0.390

The saturation limit of green and blue may extend to the border of the CIE chromaticity locus for spectral colors.

Luminance Factor: The luminance factor Y (%) for CIE standard illuminant D65 and the 1931 CIE 2° standard observer shall be in accordance with Table III (encapsulated glass-bead retroreflective material) or Table V below (unmetallized microprismatic retroreflective element material) when tested in accordance with ASTM D4956.

Color	Min	Max
White	27	—
Yellow	15	45
Green	3	9
Red	2.5	12
Blue	1	10
Brown	4	9

Color	Min	Max
White	40	—
Yellow	24	45
Green	3	12
Red	3	15
Blue	1	10
Brown	1	6

Adhesive: The adhesive shall be a Class 1 adhesive, as defined by ASTM D4956. The adhesive backing shall be pressure sensitive, require no heat, solvent, or other preparation for adhesion to smooth, clean surfaces. Additional adhesive coats on either the reflective sheeting or application surface shall not be necessary. When tested in accordance with ASTM D4956, the adhesive backing of the sheeting shall produce a bond that will support a 13/4-lb (0.79-kg) weight for 5 min, without the bond peeling for a distance of more than 2 in. (51 mm).

Shrinkage: The sheeting shall not shrink in any dimension more than 1/32 in. (0.8 mm) in 10 min or more than 1/8 in. (3.2 mm) in 24 h when tested in accordance with ASTM D4956.

Flexibility: The sheeting shall be sufficiently flexible to show no cracking when tested in accordance with ASTM D4956.

Liner Removal: The liner shall be easily removed without soaking in water or other solutions, and shall not break, tear, or remove adhesive from the sheeting. The liner shall be easily removed after accelerated storage as described in ASTM D4956.

Impact Resistance: The sheeting shall show no cracking or delamination outside of the actual area of impact when subjected to the impact test in accordance with ASTM D4956.

Specular Gloss: The sheeting shall have a specular gloss of not less than 40 when tested in accordance with ASTM D4956.

Durability: The sheeting shall be weather resistant and show no appreciable cracking, scaling, pitting, blistering, edge lifting, or curling, or more than 1/32-in. (0.8-mm) shrinkage or expansion when tested in accordance with ASTM D4956.

Three (3) year NTPEP outdoor weathering test results shall indicate a minimum maintained retroreflectivity level of 80% of the values shown in Table IV when tested at 0.2° observation and -4° and +30° entrance angles. The material shall maintain the levels of retroreflectivity indicated in Table VI below for a period of twelve (12) years after installation.

The sheeting daytime color chromaticity coordinates for CIE standard illuminant D65 and the 1931 CIE 2° standard observer shall be in accordance with Table II after three (3) years NTPEP outdoor weathering is completed.

The sheeting luminance factor for CIE standard illuminant D65 and the 1931 CIE 2° standard observer shall be in accordance with Table III (encapsulated glass-bead retroreflective material) or Table V (unmetallized microprismatic retroreflective element material) after three (3) years NTPEP outdoor weathering is completed.

TABLE VI							
Age: 0 years through 7 years:							
Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown
0.2	-4	200	136	36	36	16	9.5
0.2	+30	140	108	24	24	8.5	6.5
0.5	-4	76	49	12	12	6	4
0.5	+30	56	48	9.5	9.5	4	2.5
measurements shall be made per ASTM D4956 after sign cleaning. The values of 0° and 90° rotation are averaged to determine conformance.							
Age: 7 years through 12 years:							
Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown
0.2	-4	175	119	31	31	14	8
0.2	+30	122	94	21	21	7.5	5.5
0.5	-4	66	43	10	10	5	3.5
0.5	+30	49	42	8	8	3.5	2
measurements shall be made per ASTM D4956 after sign cleaning. The values of 0° and 90° rotation are averaged to determine conformance.							

MANUFACTURER'S FIELD PERFORMANCE OBLIGATION:

The reflective sheeting processed, applied to sign blank materials, and cleaned in accordance with manufacturer's recommendations, shall perform effectively for the number of years stated in Table VI. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed in Table VI.

Where it can be shown that the performance requirements of sheeting supplied and used according to the manufacturer's recommendations have not been met, the manufacturer shall cover the sign costs as follows for sheeting shown to be unsatisfactory during:

- The First Seven Years: The sheeting manufacturer will cover the cost of restoring the sign panel to its original effectiveness at no cost to the agency for materials or labor.
- Years 8 thru 10: The sheeting manufacturer will replace the sheeting required to restore the sign panel to its original effectiveness.
- Years 11 thru 12: The sheeting manufacturer will replace fifty percent of the sheeting required to restore the sign panel to its original effectiveness.

SLIP SHEETING:

Slip sheeting compatible with the reflective sheeting and inks shall be provided in rolls equal to the amount and size of reflective sheeting ordered at no additional cost.

WASHERS:

Washers, if recommended by the manufacturer to protect the sheeting from damage by bolts or other fasteners, shall be provided at no additional cost.

GENERAL CHARACTERISTICS AND PACKAGING:

The reflective sheeting as supplied shall be free from ragged edges, cracks, and extraneous materials and shall be furnished in both rolls and sheets. The average number of splices shall not be more than three per 50 yards of material and splices shall be suitable for continuous application as supplied. All splices shall be adequately made by the manufacturer in order to not require temporary modifications to the normal manufacturing process when the splices are encountered during production.

Rolls shall be packaged in corrugated fiberboard boxes in such a manner that no damage or defacement may occur to the reflective sheeting during shipment or storage.

Cut sheets shall be packaged flat between pressed composition boards or corrugated pads of the same dimensions as the sheets and shall be so packed as to prevent damage or defacement during shipment or storage.

The reflective sheeting as supplied and stored under normal conditions shall be suitable for use for at least one year after purchase.

BID SCHEDULE FOR AWARD

Vendors are to submit pricing for each Item listed, regardless of the presence of a value in the Estimated Quantity column.

For Items without a value in the Estimated Quantity column, the vendor shall submit their price for one (1) roll in the Unit Cost column. The Total Cost column should be left blank in this case.

In determining the vendor's total bid for award purposes, the figures in the Total Cost column associated with Items with an estimated quantity indicated will be totaled. The estimated quantities listed are based on 100 yard rolls. Where the manufacturer indicates that the unit pricing submitted is for 50 yard rolls, the value shown in the Total Cost column should be double the amount calculated from multiplying the unit price by the estimated quantity. Pricing for Items without a value in the Estimated Quantity column will not be used in determining the award of the Contract.

The estimated quantities shown on the Bid Schedule are estimated quantities only. Actual quantities ordered may be more or less than those shown.

Retroreflective Sheeting Bid Items with sizes marked with an asterisk (*) indicate that the specific size required is indicated. The width material supplied shall be equal to or greater than the size indicated. For 12-3/4" width sheetings, the width supplied shall be 12-3/4". For other sizes, "industry standard" widths shall be supplied, which shall be the width indicated plus a marginal amount to allow for edge trimming.

**Approved Products List
Retroreflective Sign Sheeting
May 2009 (see notes 1 and 2)**

TYPE ASTM-I - ENGINEERING GRADE

<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>MATERIALS SPEC.</u>	<u>LAB APPROVAL NUMBER</u>
3M	Scotchlite 32XX Series (See note 3)	715.9.2.1	
3M	Scotchlite 227X Series (See note 4)	715.9.2.1	
Avery Dennison	T-15XX Series (See note 16)	715.9.2.1	
Avery Dennison	T-16XX Series (See note 17)	715.9.2.1	
Nippon Carbide	81XX Series (See note 15)	715.9.2.1	

TYPE ASTM-III - HIGH INTENSITY GRADE

<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>MATERIALS SPEC.</u>	<u>LAB APPROVAL NUMBER</u>
3M	Scotchlite 38XX Series (See note 5)	715.9.2.3	
3M	Scotchlite 287X Series (See note 4)	715.9.2.3	
3M	Scotchlite 381XI Series (See note 6)	715.9.2.6	
3M	Scotchlite 3840 Series (See note 7)	715.9.2.6	
3M	Scotchlite 31X Series (See note 8)	715.9.2.6	
3M	Series 33X (See note 8)	715.9.2.6	
3M	Scotchlite 393X Series (See note 3)	715.9.2.6	
Nippon Carbide	ULG-II N8XX Series (See note 15)	715.9.2.3	
Avery Dennison	W-6100 (See note 8)	715.9.2.6	
Avery Dennison	T-65XX Series (See note 16)	715.9.2.3	

TYPE ASTM-VI - VINYL SUBSTRATE TYPE ASTM-VII

<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>MATERIALS SPEC.</u>	<u>LAB APPROVAL NUMBER</u>
3M	Scotchlite RS-24 Series (See note 9)	715.9.2.7	
Reflexite	High Performance Series (See note 9)	715.9.2.7	

TYPE ASTM-VII - HIGH ANGULARITY HIGH PERFORMANCE GRADE

<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>MATERIALS SPEC.</u>	<u>LAB APPROVAL NUMBER</u>
3M	Scotchlite 3924 Series (See note 11)	715.9.2.7	

TYPE ASTM-IX - HIGH PERFORMANCE GRADE

<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>MATERIALS SPEC.</u>	<u>LAB APPROVAL NUMBER</u>
Avery Dennison	W9514 (See note 10)	special provision	
Avery Dennison	T-950X (See note 19)	special provision	
Avery Dennison	T-9511 (See note 20)	special provision	
Avery Dennison	T-9513 (See note 21)	special provision	
3M	Scotchlite 3981 Series (See note 12)	special provision	
3M	Scotchlite 3983 Series (See note 13)	special provision	
3M	Scotchlite 399X Series (See note 14)	special provision	
3M	Scotchlite 4084 Series (See note 18)	special provision	

NOTES:

1 - Sheeting "Types" have been changed to match ASTM designations. For specifications, contracts, details, etc. referring to the old "Type" designations, refer to the following chart:

OLD "TYPE"	APPLICABLE NEW "TYPE"
I	ASTM-I
II	ASTM-III (aluminum substrate sheetings)
IV	ASTM-III (reboundable sheetings)
V	ASTM-VI (for roll-ups); ASTM-VII or ASTM-IX (for fluorescent orange on aluminum substrate)
VI	ASTM-IX

- 2 - Signs shall be manufactured using matched component ink, transparent electronic-cuttable film, and/or black overlay film recommended, approved, and supplied by the sheeting manufacturer providing warranty coverage.
- 3 - Various colored pressure sensitive sheetings for use with aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved.
- 4 - Various colored heat sensitive sheetings for use with aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved.
- 5 - Various colored pressure sensitive sheetings for use with aluminum substrate signs. Does not include 381X and 3840 Series sheetings. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved.
- 6 - Reboundable pressure sensitive sheeting for use with surface mounted tubular markers (white and yellow only), drums, and cones.
- 7 - Reboundable pressure sensitive sheeting for use with cones (white only).
- 8 - Pre-stripped pressure sensitive sheeting for use with rigid plastic substrate barricades
- 9 - Fluorescent orange sheeting for use with roll-up signs. The inks recommended and supplied by the manufacturer are approved.
- 10 - Fluorescent orange pressure sensitive sheeting for use with aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 11 - BLANK
- 12 - Fluorescent yellow pressure sensitive sheeting for use with soil anchored or guardrail mounted flexible delineators, B1 delineators, and aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved.
- 13 - Fluorescent yellow-green pressure sensitive sheeting for use with aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved.
- 14 - Various colored pressure sensitive sheetings for use with soil anchored or guardrail mounted flexible delineators (white or red only), B1 delineators (white or red only), and aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved.
- 15 - Various colored pressure sensitive sheetings for use with aluminum substrate signs. Note, the transparent electronic cuttable (EC) films and black overlay films recommended and supplied by the manufacturer ARE NOT APPROVED. The inks recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's inks are not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 16 - Various colored pressure sensitive sheetings for use with aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 17 - Various colored heat sensitive sheetings for use with aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 18 - Fluorescent orange pressure sensitive sheeting for use with aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved.
- 19 - Various colored pressure sensitive sheetings for use with soil anchored or guardrail mounted flexible delineators (white or red only), B1 delineators (white or red only), and aluminum substrate signs. The inks, transparent electronic-cuttable films, and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 20 - Fluorescent yellow pressure sensitive sheeting for use with soil anchored or guardrail mounted flexible delineators, B1 delineators, and aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.
- 21 - Fluorescent yellow-green pressure sensitive sheeting for use with aluminum substrate signs. The inks and black overlay films recommended and supplied by the manufacturer are approved with the following exception(s): The manufacturer's black opaque vinyl overlay film is not approved for use in the manufacturing of signing in the WVDOH Central Sign Shop.

RSHEET09 Pricing Page

BID SCHEDULE

ITEM NUMBER	EST. QTY	DESCRIPTION	MANUFACTURER PRODUCT CODE	UNIT COST	TOTAL COST	SUBCODE (DOH USE ONLY)
1		Type ASTM-III Reflective Sheeting, Pressure Sensitive 1/2"x50 yds White	3M 3930	7.67		211050
2		Type ASTM-III Reflective Sheeting, Pressure Sensitive 1/2"x50 yds Yellow	3M 3931	7.67		
3		Type ASTM-III Reflective Sheeting, Pressure Sensitive 1"x50 yds White	3M 3930	15.34		211100
4		Type ASTM-III Reflective Sheeting, Pressure Sensitive 1"x50 yds Yellow	3M 3931	15.34		
5	1	Type ASTM-III Reflective Sheeting, Pressure Sensitive 12-3/4"x100 yds White (Supplied in 50 yd rolls only? if yes, indicate here: ___)	3M 3930	391.11	391.11	211012
6		Type ASTM-III Reflective Sheeting, Pressure Sensitive 12-3/4"x100 yds Yellow (Supplied in 50 yd rolls only? if yes, indicate here: ___)	3M 3931	391.11		212012
7	21	Type ASTM-III Reflective Sheeting, Pressure Sensitive 12-3/4"x100 yds Blue (Supplied in 50 yd rolls only? if yes, indicate here: ___)	3M 3935	391.11	8,213.31	215012
8	21	Type ASTM-III Reflective Sheeting, Pressure Sensitive 12-3/4"x100 yds Green (Supplied in 50 yd rolls only? if yes, indicate here: ___)	3M 3937	391.11	8,213.31	214012
9	5	Type ASTM-III Reflective Sheeting, Pressure Sensitive 12-3/4"x100 yds Brown (Supplied in 50 yd rolls only? if yes, indicate here: ___)	3M 3939	391.11	1,955.55	216012
10		Type ASTM-III Reflective Sheeting, Pressure Sensitive 15"x50 yds. Blue	3M 3935	230.06		215015
11		Type ASTM-III Reflective Sheeting, Pressure Sensitive 15"x50 yds. Green	3M 3937	230.06		
12		Type ASTM-III Reflective Sheeting, Pressure Sensitive 15"x50 yds. Brown	3M 3939	230.06		
13		Type ASTM-III Reflective Sheeting, Pressure Sensitive 18-1/2"x50 yds Blue	3M 3935	283.74		
14		Type ASTM-III Reflective Sheeting, Pressure Sensitive 18-1/2"x50 yds Green	3M 3937	283.74		
15		Type ASTM-III Reflective Sheeting, Pressure Sensitive 18-1/2"x50 yds Brown	3M 3939	283.74		
16		Type ASTM-III Reflective Sheeting, Pressure Sensitive 21"x50 yds Blue	3M 3935	322.09		
17		Type ASTM-III Reflective Sheeting, Pressure Sensitive 21"x50 yds Green	3M 3937	322.09		
18		Type ASTM-III Reflective Sheeting, Pressure Sensitive 21"x50 yds Brown	3M 3939	322.09		
19		Type ASTM-III Reflective Sheeting, Pressure Sensitive 24-1/2"x50 yds Blue	3M 3935	375.77		
20		Type ASTM-III Reflective Sheeting, Pressure Sensitive 24-1/2"x50 yds Green	3M 3937	375.77		
21		Type ASTM-III Reflective Sheeting, Pressure Sensitive 24-1/2"x50 yds Brown	3M 3939	375.77		216024
22		Type ASTM-III Reflective Sheeting, Pressure Sensitive 30-1/2"x60 yds * Blue	3M 3935	467.79		215030
23		Type ASTM-III Reflective Sheeting, Pressure Sensitive 30-1/2"x60 yds * Green	3M 3937	467.79		214030
24		Type ASTM-III Reflective Sheeting, Pressure Sensitive 30-1/2"x60 yds * Brown	3M 3939	467.79		216030
25		Type ASTM-III Reflective Sheeting, Pressure Sensitive 36"x50 yds Blue	3M 3935	552.15		215036
26		Type ASTM-III Reflective Sheeting, Pressure Sensitive 36"x50 yds Green	3M 3937	552.15		214036
27		Type ASTM-III Reflective Sheeting, Pressure Sensitive 36"x50 yds Brown	3M 3939	552.15		
28		Type ASTM-III Reflective Sheeting, Pressure Sensitive 42"x50 yds. Blue	3M 3935	644.18		215042
29		Type ASTM-III Reflective Sheeting, Pressure Sensitive 42"x50 yds. Green	3M 3937	644.18		214042
30		Type ASTM-III Reflective Sheeting, Pressure Sensitive 42"x50 yds. Brown	3M 3939	644.18		
31		Type ASTM-III Reflective Sheeting, Pressure Sensitive 48"x50 yds Blue	3M 3935	736.20		215048
32		Type ASTM-III Reflective Sheeting, Pressure Sensitive 48"x50 yds Green	3M 3937	736.20		214048
33	1	Type ASTM-III Reflective Sheeting, Pressure Sensitive 48"x50 yds Brown	3M 3939	736.20	736.20	216048

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: 3M Company

Signed: 
Matthew J. Bignell

Date: 8-4-09

Title: Contract Administrator

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Matthew J. Bignell

Authorized Signature:  Date: 8-4-09

Drug and Alcohol Policy

Applies To

The standards of conduct outlined in this policy apply within the U.S. to:

- All 3M employees working in the U.S.,
- Employees of 3M subsidiaries who are working in the U.S.,
- Visitors to 3M premises, and
- Non-3M personnel.

Compliance with this policy is a condition of employment for every 3M employee.

Introduction

3M Values a Productive and Safe Work Environment

3M is committed to providing a productive and safe work environment for those who work for and do business with 3M. One characteristic of a productive and safe work environment is that the people in it are fit for duty – physically and psychologically able to do their jobs safely and effectively. Drug abuse in the workplace may endanger the safety of 3M employees, visitors to 3M premises and non-3M personnel. 3M's Drug and Alcohol Policy supports this commitment.

3M's U.S. Drug and Alcohol Policy sets forth standards to maintain a workforce and working environment that are free from the misuse of drugs and alcohol.

Policy Statement

Drugs

During the workday, in the workplace, or at 3M events, 3M prohibits:

- Buying, selling, using, manufacturing, dispensing, distributing or possessing illegal drugs,
- Selling, purchasing, or sharing prescription medications in the workplace,
- Using, dispensing, distributing, or possessing prescription medications without a valid prescription,
- Possessing drug paraphernalia,
- Using non-prescription inhalants, and
- Having illegal drugs in your system while at work.

Alcohol

3M prohibits:

- Using alcohol during the workday, in the workplace, or any time when 3M business is being conducted,
- Selling or purchasing alcohol in the workplace, and
- Having alcohol in your system while at work.

Additional Elements

Definitions

- Alcohol: any fermented or distilled beverage containing ethanol, which includes but is not limited to any alcoholic drink such as hard liquor, wine, and beer.
- Workday: any period of time when a 3M employee is working for or representing 3M or when non-3M personnel are working on behalf of 3M. This includes personal time such as lunch and breaks.
- Workplace: 3M property (including 3M motor vehicles), or any place where 3M work is being performed off 3M property.
- 3M Events: 3M-sponsored business events or social functions such as picnics, holiday parties, or 3M-sponsored trade shows. 3M Club events are not considered 3M events.
- Drug: any substance used outside of prescribed medical direction for the primary purpose of altering moods, behavior, consciousness, or performance. Drugs may include but are not limited to non-prescription inhalants, prescription medications without a valid prescription, marijuana, and other illegal drugs. This definition excludes commonly consumed foods such as chocolate and caffeinated beverages.
- Non-Prescription Inhalant: a medicine or other inhaled substance used for purposes other than prescribed medical use.
- Impairment: the reduced ability to perform one's job in the manner prescribed for that function or according to established practice.
- Adulterants: substances used in an attempt to taint samples so test results are inaccurate.
- Reasonable Suspicion of Use: suspicion based on information regarding the appearance, behavior, speech, attitude, mood, or odor of an individual. Possessing an open bottle of liquor or alcohol or drug paraphernalia may also be cause for reasonable suspicion.
- Safety-Sensitive Positions: positions that include those jobs where the work may subject employees or others to a significant risk of personal harm or when 3M assets may be subject to unusual and/or significant risk.

Related Information

Responsible Use of Over-the-Counter and Prescription Medications

When employees use over-the-counter medications or prescription medications that may cause safety risks, they are encouraged to confer with their physician and must inform supervision of safety considerations. (The employee is not expected to name the medication.)

If there is a concern that the employee will not be able to perform his or her job duties in a productive, effective and safe manner, the employee may be reassigned to other duties for that day. Employees or their supervisors may consult with 3M Corporate Occupational Medicine in St. Paul, Minnesota, or their local 3M Occupational Health Nurse for advice on job performance concerns related to over-the-counter or prescription medications. Employees will not be disciplined for reporting concerns related to the valid use of over-the-counter and prescription medications.

Responsible Use of Alcohol

With prior management approval, alcohol may be served at 3M events or on 3M property. The use and service of alcohol at 3M events should comply with the guidelines set forth in the Supervisor's Guide to the 3M U.S. Drug and Alcohol Policy.

3M employees may consume alcohol:

- At 3M-sponsored events, with prior management approval,
- While representing 3M after the workday when business is not being conducted, and
- In some exceptional cases only as approved by management.

In all of these instances, 3M employees are obligated to be responsible in their use of alcohol. Those who responsibly use alcohol remain professional, sober and safe at all times; they do not in any way compromise the health or safety of themselves or others.

Drug and Alcohol Testing

3M may require an employee to submit to a drug and alcohol test; all such tests will be performed in conformance with applicable law. 3M prohibits interference with drug and alcohol tests, which may include substitution, dilution, or the use of an adulterant.

3M employees are expected to comply with required drug and alcohol testing. 3M may require drug and alcohol testing for employees:

- As a standard part of pre-employment medical evaluations for persons to whom 3M has made a conditional offer of employment

- When a government statute or regulation requires it,
- When a reasonable suspicion exists that an employee is using or has used alcohol or drugs in violation of 3M's policy,
- As part of a medical evaluation for persons showing signs of impairment, and
- To confirm that individuals are fit for duty (for example, periodic follow-up drug and alcohol testing may be required for a specific period following an employee's violation of this policy).

In addition, random drug testing may be required for employees in safety-sensitive positions. These testing programs must have advance approval of the Senior Vice President of Human Resources. Before initiating a random testing process, 3M will notify job groups, departments, or locations that may be subject to testing. All individuals then tested will be advised of testing procedures before tests begin.

Positive Drug and Alcohol Test Results

If an initial drug or alcohol test produces a positive result, a second confirmatory test will be conducted on the same sample. When the second test for drugs is confirmed positive, the 3M Medical Review Officer notifies the applicant or employee of the test results and offers them an opportunity to explain the test results. The employee or applicant may:

- Submit information to 3M for the purpose of explaining the positive test results, and/or
- Request, in writing, a confirmatory retest of the original sample tested. The retest must be performed either by the original testing laboratory (at 3M's expense) or another laboratory the employee or applicant chooses (at the employee's or applicant's expense). The chosen laboratory must meet the requirements of applicable law.

3M reserves the right to withdraw a conditional offer of employment from a job applicant who tests positive on a confirmatory drug or alcohol test or who refuses to submit to a drug or alcohol test.

Appropriate action will be taken if an employee tests positive for drugs or alcohol. An employee will not be terminated from employment the first time he/she tests positive for drugs or alcohol if he/she complies with the terms of a Corrective Action Plan, which will include (but not be limited to) the following expectations:

- Participation in the 3M Employee Assistance Program and compliance with recommendations of a 3M Employee Assistance Professional; and
- Authorization to allow 3M Employee Assistance to inform 3M management of whether or not the employee is participating in Employee Assistance and complying with Employee Assistance recommendations.

Employee Responsibility

All 3M employees are responsible for helping maintain a productive and safe work environment. It is the responsibility of all employees to ensure that this policy is enforced. 3M requires that all employees:

- Comply with the 3M U.S. Drug and Alcohol Policy,
- Comply with the Federal Drug-Free Workplace Act (see "Compliance with The Federal Drug-Free Workplace Act" in the Drug and Alcohol Policy)
- Report indications of possible policy violations to supervision,
- Not retaliate against anyone who reports or helps confirm a suspected violation,
- Report to supervision any use of an over-the-counter or prescription medication that may impair their ability to safely perform their job duties, and
- Be responsible in their use of alcohol such that they remain professional, sober and safe at all times and they do not in any way compromise the health or safety of themselves or others.

Employees concerned about a drug and alcohol policy violation or the safety or well-being of co-workers, visitors, or others may contact supervision or Human Resources. Employees who believe that their supervisor may be impaired or may have otherwise violated the policy's standards of conduct should report their concerns to management or Human Resources. Retaliation is prohibited against employees who in good faith report a suspected violation on the part of management. In addition, 3M has available employee assistance programs for employees struggling with drug or alcohol-related problems.

Policy Violations

If an individual is found to have violated this policy, disciplinary action may be taken up to and including termination of employment or business relationship. 3M may refer evidence obtained to law enforcement agencies when it is appropriate to do so.

Any employee who is convicted of or pleads guilty to driving while intoxicated, driving under the influence, refusing to take a sobriety test, or committing a similar offense involving a 3M motor vehicle or personal vehicle while being used for 3M business purposes will be subject to disciplinary action up to and including termination.

Compliance with the Federal Drug-Free Workplace Act

As a condition of employment, employees must report any conviction under a federal or non-federal criminal drug statute for violations occurring on 3M premises, or on any site where work is being performed under a government contract subject to the Drug-Free Workplace Act, or while conducting 3M business. A report of a conviction must be made to Human Resources within five days of the conviction. Within 10 days of learning about

an employee's conviction, 3M is required to notify the Contracting Officer for the government contract of any criminal drug statute conviction.

For Further Information

Contact supervision or Human Resources.

Approved By

Human Resources

Last Revision Date

June 1, 2007

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 in its name, for commercially-available products and services and government-unique products and services (except research and development services¹) 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 do acts specified on behalf of this Corporation.

(a) To submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, excluding certifications, representations and warranties to comply with certain laws or regulations² (hereafter referred to as "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, subject to the limitations imposed by their respective General Manager/Vice President or equivalent.

- 3M Health Information Systems Inc.
Thomas T. Anastasio
Michael S. Bee
Garri L. Garrison
Marvin K. Johnson
Wayne W. Little
Terri G. McCubbin
James R. McDonough
Lisa M. Black
JaeLynn C. Williams
- Electronics Markets Materials Division
Joseph F. Koch
- Security Systems Division
Ella M. Schiralli
- Industrial and Adhesive Tapes Division
Authority for the below individual(s) applies to Federal Supply Schedule contracts only:
Perry M. Canniff
- Track and Trace Solutions Department EBO
Nicole A. Christopherson
Catherine J. LeClair
John W. Lehman
David A. Pointon
John F. Sebastian
Mary K. Zilles
- Medical Division
Melanie J. Zahler
- Health Care Service Support
William C. Bollenbeck
- Traffic Safety Systems Division
John P. Benz
Matthew J. Bignell
Richard J. LaClair
Daniel F. Moran
John N. Morris
Robert J. Schouveller
- 3M Unitek Corporation
Maurice M. McConnell
- Office Supplies Division
Malcolm P. West
- Optical Systems Division
Linda S. Thalhuber
- Projection Systems Department
Micki A. Summers
- Aerospace and Aircraft Maintenance Department
Perry M. Canniff
- Electrical Markets Division
Timothy A. Koenig

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

- Global Channel Services
Charles E. Burch
Paul H. Sander
- Government Markets
Karen A. Kindem
Laurie A. Patrick
- Government Contract Compliance
Michelle C. Audette-Williams
Richard J. Bordas
Elizabeth A. Grimes
- Office of General Counsel
Richard N. Kuyath

¹ Authority to submit proposals and sign contracts for research and development services is managed by the Executive Vice President & Chief Technology Officer for Research & Development.

² Product or performance warranties are to be reviewed and accepted by any 3M individual granted authority or responsibility to do so by the applicable business unit or staff group.



High Intensity Prismatic Reflective Sheeting

Series 3930 with Pressure Sensitive Adhesive

Product Bulletin 3930

August 2008

Replaces PB 3930 dated Sept. 2006

Description

3M™ High Intensity Prismatic Reflective Sheeting Series 3930 is a non-metalized micro-prismatic lens reflective sheeting designed for production of reflective durable traffic control signs, work zone devices and delineators that are exposed vertically in service. Applied to properly prepared sign substrates, 3M high intensity prismatic sheeting provides long-term reflectivity and durability. Series 3930 sheeting is available in the following colors.

Color	Product Code
White	3930
Yellow	3931
Red	3932
Orange	3934
Blue	3935
Green	3937
Brown	3939

Photometrics

Daytime Color (x,y,Y)

The chromaticity coordinates and total luminance factor of the retroreflective sheeting conform to Table A.

Color Test

Conformance to standard chromaticity (x,y) and luminance factor (Y, %) requirements shall be determined by instrumental method in accordance with ASTM E 1164 on sheeting applied to smooth aluminum test panels cut from Alloy 6061-T6 or 5052-H38. The values shall be determined on a HunterLab ColorFlex 45/0 spectrophotometer. Computations shall be done for CIE Illuminant D65 and the 2° standard observer.¹

¹The instrumentally determined color values of retroreflective sheeting can vary significantly depending on the make and model of colorimetric spectrophotometer as well as the color and retroreflective optics of the sheeting (David M. Burns and Timothy J. Donahue, Measurement Issues in the Color Specification of Fluorescent-Retroreflective Materials for High Visibility Traffic Signing and Personal Safety Applications, Proceedings of SPIE: Fourth Oxford Conference on Spectroscopy, 4826, pp. 39-49, 2003). For the purposes of this document, the HunterLab ColorFlex 45/0 spectrophotometer shall be the referee instrument.

Table A - CIE Chromaticity Coordinate Limits* for new sheeting

Color	1		2		3		4		Limit Y (%)	
	x	y	x	y	x	y	x	y	Min.	Max
White	.303	.300	.368	.366	.340	.393	.274	.329	40	-
Yellow	.498	.412	.557	.442	.479	.520	.438	.472	24	45
Red	.648	.351	.735	.265	.629	.281	.565	.346	3	12
Orange	.558	.352	.636	.364	.570	.429	.506	.404	14	30
Blue	.140	.035	.244	.210	.190	.255	.065	.216	1	10
Green	.026	.399	.166	.364	.286	.446	.207	.771	3	9
Brown	.430	.340	.610	.390	.550	.450	.430	.390	1	6

* The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with standard illuminant D65.

Coefficients of Retroreflection (R_A)

The values in Table B are minimum coefficients of retroreflection expressed in candelas per lux per square meter (cd/lux/m²).

Test for Coefficients of Retroreflection

Conformance to coefficient of retroreflection requirements shall be determined by instrumental method in accordance with ASTM E-810 "Test Method for Coefficient of Retroreflection of Retroreflective Sheeting" and per E-810 the values of 0° and 90° rotation are averaged to determine conformance to the R^A limits in Table B.

Table B - Minimum Coefficient of Retroreflection
R^A for new sheeting
(cd/lux/m²)

-4° Entrance Angle²

	Observation Angle ¹	
	0.2°	0.5°
White	560	200
Yellow	420	150
Red	84	30
Orange	210	75
Green	56	20
Blue	28	10
Brown	17	6

30° Entrance Angle²

	Observation Angle ¹	
	0.2°	0.5°
White	280	100
Yellow	210	75
Red	42	15
Orange	105	37
Green	28	10
Blue	14	5
Brown	8.4	3

¹Observation (Divergence) Angle - The angle between the illumination axis and the observation axis.

²Entrance (Incidence) Angle - The angle from the illumination axis to the retroreflector axis. The retroreflector axis is an axis perpendicular to the retroreflective surface.

R_A for Screenprinted Colors and Overlay Films

For screenprinted transparent color areas on white sheeting, or white sheeting covered with 3M™ ElectroCut™ Film Series 1170 when processed according to 3M recommendations, the ratios of the R_A for the color to the R_A for the white shall be no less than 70% of the R_A listed for the integral color in Table B and the colors shall conform to Table A on page 1.

Adhesive

Series 3930 sheeting has a pressure-sensitive adhesive that is recommended for room temperature application. Room temperature application is defined as 65°F (18°C) or higher.

Test Methods of Adhesive and Film

Standard Test Panels

Unless otherwise specified, the reflective sheeting shall be applied according to the manufacturer's recommendations to smooth 0.063 inches (1.6mm) minimum thickness 6061-T6, 5052-H38 or equivalent aluminum panels that have been degreased and lightly acid etched. Lack of contamination of test panels must be confirmed by passing the water break test and tape snap test as described in 3M Information Folder 1.7.

Properties

Standard Conditioning: All mounted and unmounted test specimens shall be conditioned for 24 hours at 73°F +/- 2°F (23°C + 1°C) and 50% +/- 4% R.H. before testing.

1. Adhesion

Test Weight 1-3/4 lbs. (0.8 kg) Test Method - Apply 4 inches (10cm) of 1 inch x 6 inch (2.54x15cm) strip to panel and condition, face panel down and suspend test weight from free end. Requirement - Not more than 2 inches (5.0cm) of peel in five minutes.

2. Impact Resistance

Test Method - Apply sheeting to a standard panel 3 inch x 6 inch (7.6x15.2cm) and condition. Subject sheeting to a 50-inch pound (5.7Nm) impact in accordance with ASTM D-2794. Requirement - No separation from panel or cracking outside immediate impact area.

3. Shrinkage

Test Method - Following conditioning of 9 inch x 9 inch samples, remove liner, place specimen on flat surface with adhesive side up. Requirement - Shrinkage not greater than 1/32 inches (0.8mm) in 10 minutes or more than 1/8 inches (3.2mm) in 24 hours in any dimension.

4. Flexibility

Test Method - Following conditioning of 1 inch x 6 inch sample, remove liner and dust adhesive with talc. At standard conditions, holding the ends of the sample, bend in one second around 1/8 inch (3.2mm) mandrel with adhesive side facing mandrel. Requirement - No cracking, peeling or delamination.

5. Gloss

Test Method - Test in accordance with ASTM D523 using an 85° glossmeter. Requirement - Rating not less than 50.

Sign Fabrication Methods

Application

3M high intensity prismatic sheeting series 3930 incorporates a pressure sensitive adhesive and should be applied to the sign substrate at room temperature 65°F (18°C) or higher by any of the following methods:

Mechanical squeeze roll applicator - Reference 3M Information Folder 1.4 (Room temperature application)

Application to extrusions requires heat directed at the next-to-last edge roller. Cracking or edge lifting may occur if the top film is not sufficiently softened.

Hand squeeze roll applicator - Reference 3M Information Folder 1.6

Hand Application

Hand application is recommended for legend and copy only. Application of sheeting for complete signs or backgrounds must be done with a roll laminator, either mechanical or hand. See 3M Information Folder 1.5 for more details.

Hand applications will show some visual irregularities that are objectionable to aesthetically critical customers. These are more noticeable on darker colors. To obtain a close-up uniform appearance, a roll laminator must be used.

All direct applied copy and border **MUST** be cut at all metal joints and squeegeed at the joint.

Splices

Series 3930 sheeting should be butt spliced when more than one piece of sheeting is used on one piece of substrate. The sheeting pieces should not touch each other at the splice and a gap of up to 1/16 inch is acceptable. This is to prevent buckling as the sheeting expands in extreme temperature/humidity exposure. If the visual appearance of the splice is important or a slight gap is undesirable, the following procedures must be followed:

1. Overlap the sheeting at least one inch, with or without the liner attached.
2. Using a straight edge and a sharp utility knife, cut through both layers of reflective sheeting.
3. Peel back and remove cut remnants. If liner was left on, remove and roll down remaining sheeting.
4. Seal edge with thinned 3M™ Process Color 880I Clear using a fine artist paintbrush.

Double Faced Signs - Series 3930 sheeting on the first side must be protected by damage from the steel bottom roll of squeeze roll applicators with FR-2 sponge rubber and SCW 568.

Substrates

For traffic sign use, product application is limited to properly prepared aluminum (see 3M Information Folder 1.7). Extrusions can be wrapped or trimmed, and flat panel signs are to be carefully trimmed so that sheeting from adjacent panels do not touch on the assembled signs. Users are urged to carefully evaluate all other substrates for adhesion and sign durability. Series 3930 sheeting is designed primarily for application to flat substrates. Any use that requires a radius of curvature of less than five inches should also be supported by rivets or bolts. Plastic substrates are not recommended where cold shock performance is essential. Sign failures caused by the substrate or improper surface preparation are not the responsibility of 3M.

Screen Processing

Series 3930 sheeting may be screen processed into traffic signs before or after mounting on a sign substrate, using 3M Process Colors Series 880I (see Product Bulletin 880I) or Series 880N (see Product Bulletin 880N). Series 880I or 880N process colors can be screened at 60-100°F (16-38°C) at relative humidity of 20-50%. A PE 157 screen mesh with a fill pass is recommended. See Information Folder 1.8 for details. Use of other process colors series is not recommended. 3M assumes no responsibility for failure of sign face legends or backgrounds that have been processed with non-3M process colors or 3M process colors other than those listed above.

Care should be taken to avoid flexing Series 3930 sheeting before and especially after screening to eliminate the possibility of cracking from improper handling techniques.

Cutting and Matching

The sheeting may be hand cut or die cut one sheet at a time, and band sawed or guillotined in stacks. Series 3930 sheeting can be hand cut from either side with a razor blade or other sharp hand tool. Like all reflective sheetings, when two or more pieces are used side by side on a sign, they must be matched to assure uniform day color and night appearance.

Cutting equipment such as guillotines and metal shears, that have pressure plates on the sheeting when cutting, may damage the optics. Padding the pressure plate and easing it down onto the sheets being cut will significantly reduce damage.

Maximum stack height for cutting Series 3930 sheeting is 1-1/2 inches or 50 sheets. Details on cutting can be found in 3M Information Folder 1.10.

Multi-piece signs should have all panels or pieces oriented identically for uniform appearance under all viewing conditions (arrow and the seal pattern in the same direction).

Edge sealing Series 3930 sheeting is generally not required. Following extended exposure, airborne dust particles may become trapped within the row of cut cells along the sheeting edge. This should have no adverse effect on sign performance. If the user chooses to edge seal, series 880I process color should be used.

Cleaning

Signs that require cleaning should be flushed with water, then washed with a detergent solution and bristle brush or sponge. Avoid pressure that may damage the sign face. Flush with water following washing. Do not use solvents to clean signs. See 3M Information Folder 1.10.

Storage and Packaging

Series 3930 sheeting should be stored in a cool, dry area, preferably at 65-75°F (18-24°C) and 30-50% relative humidity and should be applied within one year of purchase. Rolls should be stored horizontally in the shipping carton. Partially used rolls should be returned to the shipping carton or suspended horizontally from a rod or pipe through the core. Unprocessed sheets should be stored flat. Finished signs and applied blanks should be stored on edge. Screen processed signs must be protected with the adhesive liner or SCW 568 slipsheet paper. Place the glossy side of the slipsheeting against the sign face and pad the face with closed cell packaging foam. Double-faced signs must have the glossy side of the slipsheet against each face of the sign.

Unmounted screened faces must be stored flat and interleaved with SCW 568 slipsheet, glossy side against the sign face. Packages of finished sign faces must include sufficient nylon washers for mounting. Avoid banding, crating, or stacking signs. Package for shipment in accordance with commercially accepted standards to prevent movement and chafing. Store sign packages indoors on edge.

Panels or finished signs must remain dry during shipment and storage. If packaged signs become wet, unpack immediately and allow signs to dry. See Information Folder 1.11 for instructions on packing for storage and shipment.

Installation

Nylon washers are recommended between the heads of all twist fasteners (such as screw heads, bolts, or nuts) and the sheeting to protect the sheeting from the twisting action of the bolt heads.

Health and Safety Information

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

General Performance Considerations

The durability of 3M high intensity prismatic reflective sheeting series 3930 will depend upon substrate selection and preparation, compliance with recommended application procedures, geographic area, exposure conditions, and maintenance.

Maximum durability of Series 3930 sheeting can be expected in applications subject to vertical exposure on stationary objects when processed and applied to properly prepared aluminum according to 3M recommendations provided in 3M Information Folder 1.7 on Sign Substrate Surface Preparation.

The user must determine the suitability of any nonmetallic sign backing for its intended use. Applications to unprimed, excessively rough or non-weather-resistant surfaces, or exposure to severe or unusual conditions can shorten the performance of such applications. Signs in mountainous areas that are covered by snow for prolonged periods may also have reduced durability.

3M process colors, when used according to 3M recommendations, are generally expected to provide performance comparable to colored reflective sheeting, except for certain lighter colors, such as yellow, gold, or heavily toned colors or blends containing yellow or gold, whose durability depends on how much of each color is used.

Dilution of color and atmospheric conditions in certain geographic areas may result in reduced durability.

3M™ ElectroCut™ Film Series 1170 can be expected to perform satisfactorily for the life of the sign when direct applied to series 3930 sheeting.

Warranty

3M warrants that 3M™ High Intensity Prismatic Reflective Sheeting Series 3930 sold by 3M to be used as components for traffic control and guidance signs in the United States and Canada will remain effective for its intended use and meet the stated minimum values for coefficient of retroreflection for ten years, subject to the following provisions in:

Table C

Percentage of Table B Initial R_A Minimums Guaranteed Over 10 Year Warranty Period (Colors: white, yellow, red, green and blue)

Warranty Period	Minimum Percentage R_A Retained
1-7 Years	80%
8-10 Years	70%

R_A percentage retained above apply to all entrance and observation angles presented in Table B, and shall be measured per ASTM E 810.

All measurements shall be made after cleaning according to 3M recommendations. If a high intensity grade prismatic sign surface is processed and applied to sign blank materials in accordance with all 3M application and fabrication procedures provided in 3M's product bulletins, information folders, and technical memos (which will be furnished to the agency upon request), including the exclusive use of 3M matched component systems, process colors, clear coatings, electronic cuttable films, protective overlay films, and recommended applications equipment; and

If the sign deteriorates due to natural causes to the extent that: 1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by a driver with normal vision, or 2) the coefficient of retroreflection after cleaning is less than the minimums specified in Table C, 3M's sole responsibility and purchaser's and user's exclusive remedy shall be:

If the failure occurs within the first 7 years from the date of fabrication, 3M will, at its expense, restore the sign surface to its original effectiveness. If the failure occurs within the 8th through the 10th year from the date of fabrication, 3M will furnish the necessary amount of high intensity prismatic sheeting to restore the sign surface to its original effectiveness.

Warranty for 3934 Sheeting

3M warrants that 3M™ High Intensity Prismatic Reflective Sheeting 3934 Orange sold by 3M to be used as components for traffic control devices used in work zones in the United States and Canada will remain effective for its intended use and meet the stated minimum values for coefficient of retroreflection for three years, subject to the following provisions:

**Minimum Coefficient of Retroreflection
Candelas per Foot Candle per Square Feet
Candelas per Lux per Square Meter
(0.2° observation and -4° entrance)***

Sheeting Color	Min. Coeff. of Retroreflection (Three Years)
Orange	80

*All measurements shall be made after sign cleaning according to 3M recommendations and in accordance with ASTM E 810 "Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting."

If a high intensity prismatic sign surface is processed and applied to sign blank materials in accordance with all 3M application and fabrication procedures found in 3M's product bulletins, information folders and technical memos (which will be furnished to the agency upon request), including the exclusive use of 3M matched component systems, process colors, clear coatings, electronic cuttable films, protective overlay films, and recommended application equipment; and

If the sign deteriorates due to natural causes to the extent that: 1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by drivers with normal vision, or 2) the coefficient for retroreflection is less than the minimum herein specified, 3M's sole responsibility and purchaser's and user's exclusive remedy shall be that 3M will provide pro-rata replacement of the 3M materials:

If failure occurs within the first year from the date of fabrication, 3M will at its expense, restore the sheeting surface to its original effectiveness. If failure occurs in the second year, two-thirds of the sheeting will be replaced. If failure occurs in the third year, one-third of the sheeting will be replaced.

Conditions

Such failure must be solely the result of design or manufacturing defects in the 3M high intensity prismatic reflective sheeting and not of outside causes such as: improper fabrication, handling, maintenance or installation; use of process colors, thinners, coatings, or overlay films and sheetings not made by 3M; use of application equipment not recommended by 3M; failure of sign substrate; exposure to chemicals, abrasion and other mechanical damage from fasteners used to mount the sign; sign burial; collisions, vandalism or malicious mischief.

3M reserves the right to determine the method of replacement. Replacement sheeting will carry the unexpired warranty of the sheeting it replaces. Claims made under this warranty will be honored only if the signs have been dated at the time of sheeting application, which constitutes the start of the warranty period. Claims made 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 and Remedies

3M's liability under this warranty is limited to replacement or allowance as stated herein, and 3M assumes no liability for incidental or consequential damages such as lost profits, business or revenue 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, OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.

Literature Reference

- IF 1.3 Instructions for Squeeze Roll Applicator
- IF 1.5 Hand Application Instructions
- IF 1.6 Instructions for Hand Squeeze Roll Applicator
- IF 1.7 Sign Base Materials
- IF 1.8 Color Application Instructions
- IF 1.10 Cutting, Matching, Premasking, and Prespacing Instructions
- IF 1.11 Storage Maintenance, and Removal Instructions

"Standard Highway Signs, As Specified in the Manual on Uniform Traffic Control Devices", U.S. Department of Transportation, Federal Highway Administration, 1979.

FOR INFORMATION OR ASSISTANCE

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

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