

**Amendment to Agreement for
Annual Supply of
Glass Pavement Marking Beads
State of Nebraska Contract 12943 OC
(Third Renewal)**

C - 14 - 0146

RECEIVED

MAR 13 2014

LANCASTER COUNTY

CLERK

This Amendment is hereby entered into on this 17 day of March, 2014, by and between Swarco Reflex Inc., PO Box 89, Columbia, TN 38402 (hereinafter "Contractor") and Lancaster County, Nebraska (hereinafter "County"), for the purpose of amending an Agreement dated April 14, 2011, County Contract No. C-11-0199, (the "Agreement"), for the **Annual Supply of Glass Pavement Marking Beads, State of Nebraska Contract 12943 OC**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is February 17, 2011 through February 28, 2012 with the option to renew for four (4) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the County Contract C-12-0160, executed by the County Board on March 28, 2012, to renew the agreement for an additional one (1) year period from March 1, 2012 through February 28, 2013; and

WHEREAS, the Agreement was amended by the County Contract C-13-0150, executed by the County Board on April 4, 2013, to renew the agreement for an additional one (1) year period from March 1, 2013 through February 28, 2014; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning March 1, 2014 through February 28, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$26,000.00 without prior approval of the Lancaster County Board of Commissioners.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-11-0199, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning March 1, 2014 through February 28, 2015.
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$26,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 18 day of March 2014

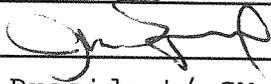
Approved as to form
this 18 day of March, 2014

Dorlan Behrens
Lancaster County Attorney

Deborah
Brett Smay
John
Kevin
Hudkins Absent →

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable

Dated 3/5/2014

Company Name: (PLEASE PRINT)	Swarco Reflex, Inc.
By: (PLEASE PRINT)	Jon Sproul
By: (PLEASE SIGN)	
Title:	President/ GM
Company Address: (PLEASE PRINT)	PO Box 1558 (900 N Denton) Mexia, TX 76667
Company Phone & Fax: (PLEASE PRINT)	931-388-5900 / 931-38844039fax
E-Mail Address: (PLEASE PRINT)	roseann.meredith@swarco.com
Contact Person for: "Orders or Service" and Phone Number (Please Print)	Jamie Taylor 254-562-9879

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 5	ORDER DATE 02/13/14
BUSINESS UNIT 9001	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 506033	
VENDOR ADDRESS: SWARCO REFLEX INC PO BOX 89 COLUMBIA TENNESSEE 38402-0089	

CONTRACT NUMBER
12943 OC

THE CONTRACT PERIOD IS:

MARCH 1, 2014 THROUGH FEBRUARY 28, 2015

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHERS SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3541 OF

Contract to supply and deliver Glass Beads for Pavement Markings to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

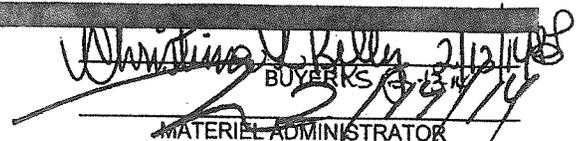
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be


BUYER
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

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PAGE 2 of 5	ORDER DATE 02/13/14
BUSINESS UNIT 9001	BUYER CHRISTIE KELLY (AS)
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 12943 OC

disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Invitations to Bid are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Roseann Meredith
 Phone: 931-560-4160
 Fax: 931-388-4039
 E-Mail: roseann.meredith@swarco.com

THIS IS THE THIRD RENEWAL OF THIS CONTRACT AS AMENDED. (b) 02/13/14)

AMENDMENT ONE as attached. (b) 02/13/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED LINCOLN LOCATION	440,000.0000	LB	0.2860
2	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED ELKHORN LOCATION	150,000.0000	LB	0.2860
3	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED NORFOLK LOCATION	520,000.0000	LB	0.2860

CK
 BUYER INITIALS
R43599\NISM\021100506

STATE OF NEBRASKA CONTRACT AMENDMENT

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GRAND ISLAND LOCATION	440,000.0000	LB	0.2860
5	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GERING LOCATION	88,000.0000	LB	0.2860
6	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED SIDNEY LOCATION	44,000.0000	LB	0.2860
7	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GORDON LOCATION	44,000.0000	LB	0.2860
8	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED CHADRON LOCATION	66,000.0000	LB	0.2860
9	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED ALLIANCE LOCATION	44,000.0000	LB	0.2860
10	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED BRIDGEPORT LOCATION	44,000.0000	LB	0.2860
11	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED NORTH PLATTE LOCATION	352,000.0000	LB	0.2860
12	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED MULLEN LOCATION	44,000.0000	LB	0.2860
13	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED BROKEN BOW LOCATION	44,000.0000	LB	0.2860
14	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED VALENTINE LOCATION	44,000.0000	LB	0.2860
15	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED	44,000.0000	LB	0.2860

ck
 BUYER INITIALS
H435001N-SM1001 100502

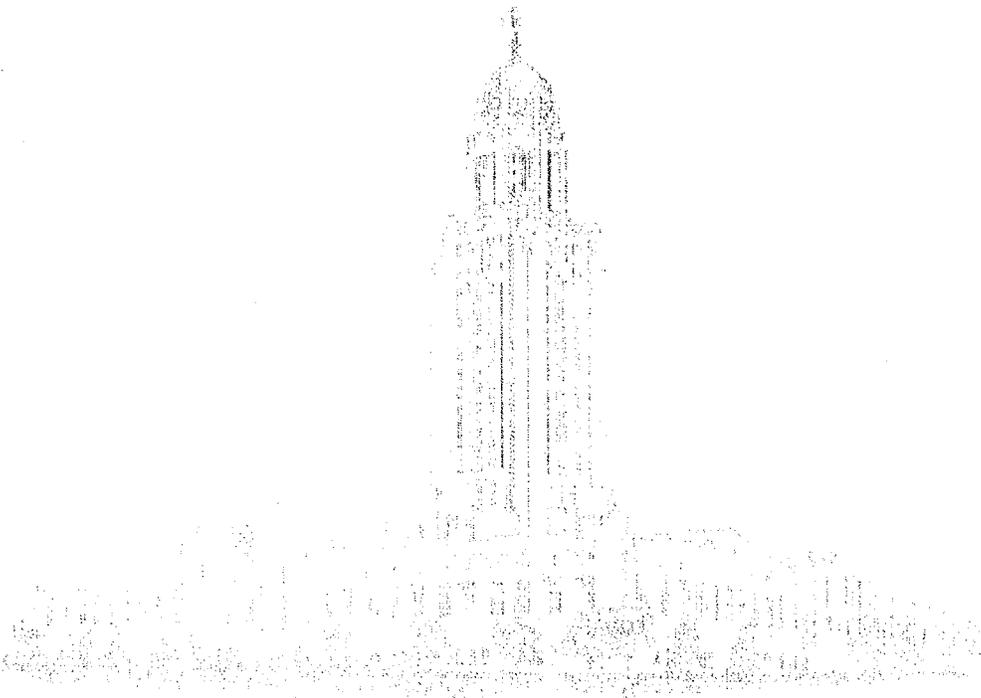
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PAGE 4 of 5		ORDER DATE 02/13/14	
BUSINESS UNIT 9001		BUYER CHRISTIE KELLY (AS)	
VENDOR NUMBER: 506033			

CONTRACT NUMBER
12943 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	MC COOK LOCATION			




BUYER INITIALS
R43625/NISM0001 12/5/03

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

AMENDMENT ONE
Contract 12943 OC
Glass Beads for Pavement Markings
Between
The State of Nebraska and Swarco Reflex, Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Swarco Reflex, Inc., parties to Contract 12943 OC (the "contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. Vendor contact information is hereby superceded and replaced by:
Vendor Contact: Roseann Meredith
Phone: 931-560-4160
Fax: 931-388-4039
Email: roseann.meredith@swarco.com

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

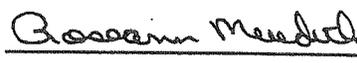
By: 

Name: Bo Botelho

Title: Material Administrator

Date: 2/20/14

Contractor: Swarco Reflex, Inc.

By: 

Name: Roseann Meredith

Title: Bid Administrator

Date: 1/29/2014

From: (931) 388-5900
Roseann Meredith
Swarco
P.O. Box 89

Origin ID: FYMA



Columbia, TN 38402

Ship Date: 29JAN14
ActWgt: 0.5 LB
CAD: 3425996/NET3490

Delivery Address Bar Code



SHIP TO: (402) 471-1434
Christie Kelly
State Purchasing Bureau
301 Centennial Mall South
Mall Level
LINCOLN, NE 68508

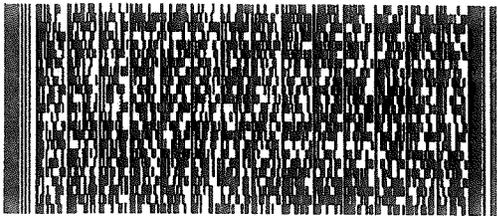
BILL SENDER

Ref #
Invoice #
PO #
Dept #

4 JAN 31 AM

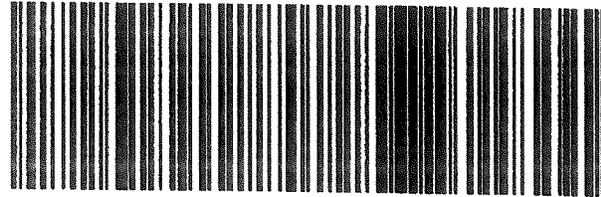
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MORNING 2DAY

TRK# 7977 6074 1966
0201



SC LNKA

68508
NE-US
OMA



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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

STATE OF NEBRASKA CONTRACT AWARD

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VENDOR NUMBER: 506033	
VENDOR ADDRESS: SWARCO REFLEX INC PO BOX 89 COLUMBIA TENNESSEE 38402-0089	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

MARCH 1, 2014 THROUGH FEBRUARY 28, 2015

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

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The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be

Christina Kelly 2/13/14
BUYER
MATERIEL ADMINISTRATOR

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 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 2 of 4	ORDER DATE 02/13/14
BUSINESS UNIT 9001	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 506033	

CONTRACT NUMBER
12943 OC

disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Invitations to Bid are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Laura Mitchell
 Phone: 931-388-5900
 Fax: 931-388-4039
 E-Mail: laura.mitchell@swarco.com

THIS IS THE THIRD RENEWAL OF THIS CONTRACT AS AMENDED. (b) 02/13/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED LINCOLN LOCATION	440,000.0000	LB	0.2860
2	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED ELKHORN LOCATION	150,000.0000	LB	0.2860
3	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED NORFOLK LOCATION	520,000.0000	LB	0.2860
4	GLASS PAVEMENT MARKING BEADS	440,000.0000	LB	0.2860


 BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 3 of 4	ORDER DATE 02/13/14
BUSINESS UNIT 9001	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 506033	

CONTRACT NUMBER
 12943 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	TYPE I COARSE, DUAL COATED GRAND ISLAND LOCATION			
5	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GERING LOCATION	88,000.0000	LB	0.2860
6	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED SIDNEY LOCATION	44,000.0000	LB	0.2860
7	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GORDON LOCATION	44,000.0000	LB	0.2860
8	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED CHADRON LOCATION	66,000.0000	LB	0.2860
9	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED ALLIANCE LOCATION	44,000.0000	LB	0.2860
10	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED BRIDGEPORT LOCATION	44,000.0000	LB	0.2860
11	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED NORTH PLATTE LOCATION	352,000.0000	LB	0.2860
12	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED MULLEN LOCATION	44,000.0000	LB	0.2860
13	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED BROKEN BOW LOCATION	44,000.0000	LB	0.2860
14	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED VALENTINE LOCATION	44,000.0000	LB	0.2860
15	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED MC COOK LOCATION	44,000.0000	LB	0.2860

CK
 BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15, 159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

**Amendment to Agreement for
Annual Supply of
Glass Pavement Marking Beads
State of Nebraska Contract 12943 OC
(Second Renewal)**

RECEIVED
C-3-0150
APR 04 2013
LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 9 day of April, 2012, by and between **Swarco Reflex Inc., PO Box 89, Columbia, TN 38402** (hereinafter "Contractor") and **Lancaster County, Nebraska** (hereinafter "County"), for the purpose of amending an Agreement dated April 19, 2011, County Contract No. C-11-0199, (the "Agreement"), for the **Annual Supply of Glass Pavement Marking Beads, State of Nebraska Contract 12943 OC**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is February 17, 2011 through February 28, 2012 with the option to renew for four (4) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning March 1, 2013 through February 28, 2014; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-08-0626, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning March 1, 2013 through February 28, 2014.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

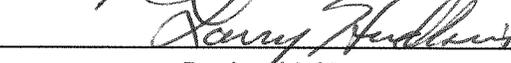
Lancaster County Board of Commissioners Signatures

Executed this 9 day of April, 2013

Approved as to form
this 9 day of April, 2013

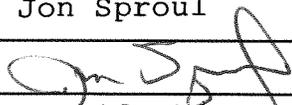

Lancaster County Attorney




Raybould Absent
Smoyer Absent

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 4/1/2013

Company Name: (PLEASE PRINT)	Swarco Reflex, Inc.
By: (PLEASE PRINT)	Jon Sproul
By: (PLEASE SIGN)	
Title:	President/General Manager
Company Address: (PLEASE PRINT)	PO Box 1558 (900 N. Denton) Mexia, TX 76667
Company Phone & Fax: (PLEASE PRINT)	931-388-5900/931-388-4039
E-Mail Address: (PLEASE PRINT)	roseann.meredith@swarco.com

C-12-0160

RECEIVED

MAR 28 2012

LANCASTER COUNTY CLERK

Amendment to Agreement for Annual Supply of Glass Pavement Marking Beads State of Nebraska Contract 12943 OC

This Amendment is hereby entered into on this 3 day of April, 2012, by and between **Swarco Reflex Inc., PO Box 89, Columbia, TN 38402** (hereinafter "Contractor") and **Lancaster County, Nebraska** (hereinafter "County"), for the purpose of amending an Agreement dated **April 19, 2011**, County Contract No. **C-11-0199**, (the "Agreement"), for the **Annual Supply of Glass Pavement Marking Beads, State of Nebraska Contract 12943 OC**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is February 17, 2011 through February 28, 2012 with the option to renew for three (3) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning February 29, 2012 through February 28, 2013; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-08-0626, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning February 29, 2012 through February 28, 2013.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

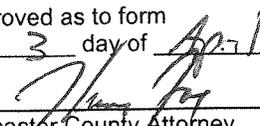
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

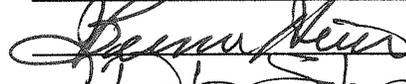
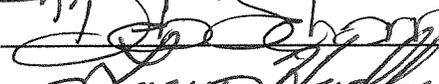
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

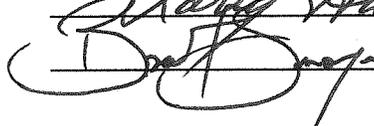
Lancaster County Board of Commissioners Signatures

Executed this 3 day of April, 2012

Approved as to form this 3 day of April, 2012

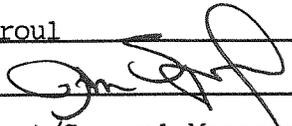

Lancaster County Attorney



Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 3/20/2012

Company Name: (PLEASE PRINT)	Swarco Reflex, Inc.
By: (PLEASE PRINT)	Jon Sproul
By: (PLEASE SIGN)	
Title:	President/General Manager
Company Address: (PLEASE PRINT)	P.O. Box 1558 (900 N. Denton) Mexia, Texas 76667
Company Phone & Fax: (PLEASE PRINT)	931/388-5900/931-388-4039
E-Mail Address: (PLEASE PRINT)	laura.mitchell@swarco.com

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12943 OC

PAGE 1 of 4	ORDER DATE 02/15/12
BUSINESS UNIT 9001	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 506033	
VENDOR ADDRESS: SWARCO REFLEX INC PO BOX 89 COLUMBIA TENNESSEE 38402-0089	

 **COPY**

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 29, 2012 THROUGH FEBRUARY 28, 2013

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3541 OF

Contract to supply and deliver Glass Beads for Pavement Markings as per the attached specifications, terms and conditions for a period of one(1) year beginning February 29, 2012 through February 28, 2013. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. A C/E Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/aceenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the

Paul 2-17-12 *205 2-21-12*

 BUYER
 MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12943 OC

PAGE 2 of 4	ORDER DATE 02/15/12
BUSINESS UNIT 9001	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 506033	

US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: Laura Mitchell
Phone: 931-388-5900
Fax: 931-388-4039
E-Mail: laura.mitchell@swarco.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT (02/13 (2 in))

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED LINCOLN LOCATION	440,000.0000	LB	0.2860
2	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED ELKHORN LOCATION	150,000.0000	LB	0.2860
3	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED NORFOLK LOCATION	520,000.0000	LB	0.2860
4	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GRAND ISLAND LOCATION	440,000.0000	LB	0.2860


BUYER INITIALS

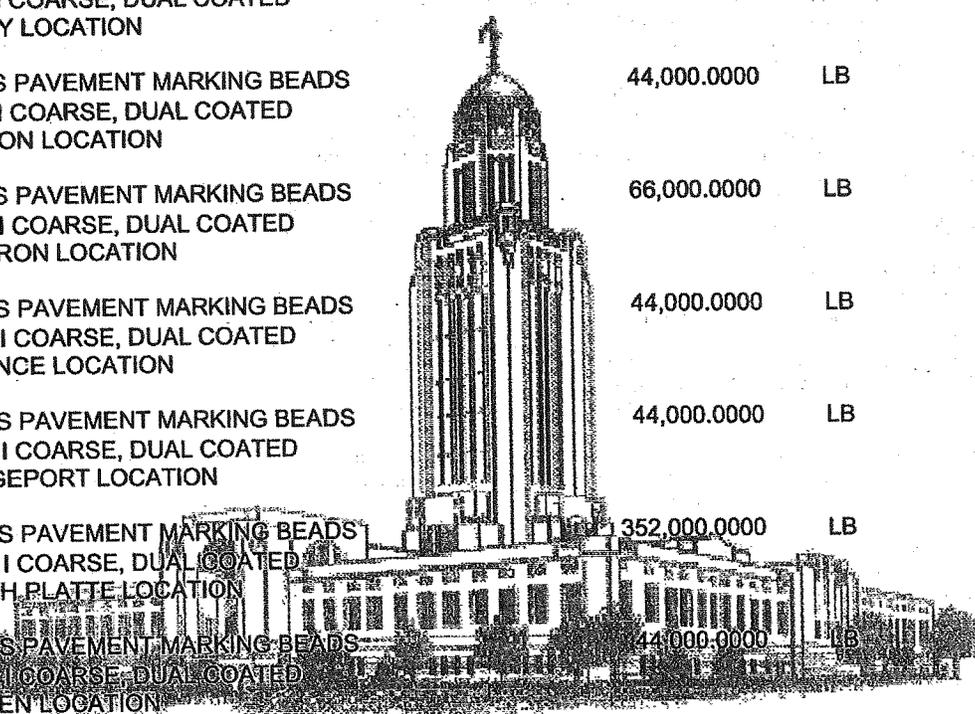
STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
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 Telephone: (402) 471-2401
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PAGE 3 of 4	ORDER DATE 02/15/12
BUSINESS UNIT 9001	BUYER LISA ROLIK (AS)
VENDOR NUMBER: 506033	

CONTRACT NUMBER
12943 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GERING LOCATION	88,000.0000	LB	0.2860
6	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED SIDNEY LOCATION	44,000.0000	LB	0.2860
7	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GORDON LOCATION	44,000.0000	LB	0.2860
8	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED CHADRON LOCATION	66,000.0000	LB	0.2860
9	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED ALLIANCE LOCATION	44,000.0000	LB	0.2860
10	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED BRIDGEPORT LOCATION	44,000.0000	LB	0.2860
11	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED NORTH PLATTE LOCATION	352,000.0000	LB	0.2860
12	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED MULLEN LOCATION	44,000.0000	LB	0.2860
13	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED BROKEN BOW LOCATION	44,000.0000	LB	0.2860
14	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED VALENTINE LOCATION	44,000.0000	LB	0.2860
15	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED MC COOK LOCATION	44,000.0000	LB	0.2860



CR
 BUYER INITIALS

C-11-0199
RECEIVED

APR 14 2011

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY

**Annual Supply
of
Glass Pavement Marking Beads
State of Nebraska Contract Number 12943 OC**

**Contractor:
Swarco Reflex Inc.
P.O. Box 89
Columbia, TN 38402
931.388.500**

**LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Swarco Reflex Inc., PO Box 89, Columbia, TN 38402 hereinafter called Contractor, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owner.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owner through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and **Swarco Reflex Inc.**, State of Nebraska Contract Number 12943 OC, dated February 17, 2011, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Glass Pavement Marking Beads for the Owner's various agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 12943 OC, dated February 17, 2011; and

WHEREAS, the Contractor, in response to the Owner's request to participate in said agreement, has submitted to the Owner, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska Contract Number 12943 OC, dated February 17, 2011 for Glass Pavement Marking Beads, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the State of Nebraska, Contract 12943 OC; dated February 17, 2011, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owner hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Glass Pavement Marking Beads for the Owner's various agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning February 17, 2011 through February 28, 2012.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed for four (4) additional one (1) year terms with mutual written agreement by both parties not to exceed the term of the current State of Nebraska contract.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to State of Nebraska Contract Number 12943 OC, dated February 17, 2011.
 - 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owner's Specifications and approval. Each location will have a separate account number and billing address. The Owner may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owner.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owner (Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the County") it shall mean the "Owner" encompassing the County of Lancaster, Nebraska.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver for Computer Equipment, Peripherals and Related Services.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nebraska and Swarco Reflex Inc., Contract Number 12943 OC, dated February 17, 2011.

The Contract Documents comprise the Contract, and consist of the following:

- 1. Contract Agreement
- 2. State of Nebraska, Contract Number 12943 OC, dated February 147, 2011.

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owner hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owner do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster County, Nebraska

Briellany Behrens
Deputy County Attorney
For Joe Kelly
Lancaster County Attorney

James Thompson
Bernice Kern
Dee Shorr
Don Simpson
Larry Sullivan

Dated: 4/19/11

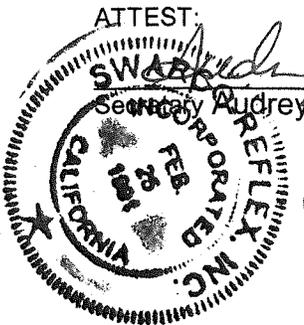
EXECUTION BY CONTRACTOR

IF A CORPORATION:

Swarco Reflex, Inc.
Name of Corporation

PO Box 1558 Mexia, TX 76667
(Address)

ATTEST:
Audrey Morris (SEAL)
Secretary Audrey Morris



By: Jon Sproul
Duly Authorized Official Jon Sproul
President/General Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12943 OC

PAGE 1 of 4	ORDER DATE 02/17/11
BUSINESS UNIT 9000	BUYER RITA KUCERA (AS)
VENDOR NUMBER: 506033	
VENDOR ADDRESS: SWARCO REFLEX INC PO BOX 89 COLUMBIA TENNESSEE 38402-0089	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 17, 2011 THROUGH FEBRUARY 28, 2012

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3541 OF

Contract to supply and deliver Glass Beads for Pavement Markings as per the attached specifications, terms and conditions for a period of one (1) year beginning February 17, 2011 through February 28, 2012. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Contract subject to thirty (30) days cancellation by either party upon written notice.

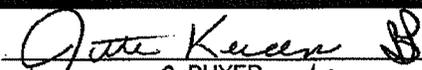
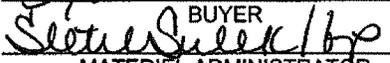
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.


BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12943 OC

PAGE 2 of 4	ORDER DATE 02/17/11
BUSINESS UNIT 9000	BUYER RITA KUCERA (AS)
VENDOR NUMBER: 506033	

- If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

- The signed Invitation to Bid Contract document;
- The original ITB document;
- Any Addenda and or Amendments to include Questions and Answers;
- Warranty documents supplied with the bid;
- The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: Laura Mitchell
Phone: 931-388-5900
Fax: 931-388-4039
E-Mail: laura.mitchell@swarco.com

(02/17/11 ta)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED LINCOLN LOCATION	440,000.0000	LB	0.2860
2	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED ELKHORN LOCATION	150,000.0000	LB	0.2860
3	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED NORFOLK LOCATION	520,000.0000	LB	0.2860
4	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GRAND ISLAND LOCATION	440,000.0000	LB	0.2860

RK
BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
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PAGE 3 of 4	ORDER DATE 02/17/11
BUSINESS UNIT 9000	BUYER RITA KUCERA (AS)
VENDOR NUMBER: 506033	

CONTRACT NUMBER
12943 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GERING LOCATION	88,000.0000	LB	0.2860
6	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED SIDNEY LOCATION	44,000.0000	LB	0.2860
7	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED GORDON LOCATION	44,000.0000	LB	0.2860
8	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED CHADRON LOCATION	66,000.0000	LB	0.2860
9	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED ALLIANCE LOCATION	44,000.0000	LB	0.2860
10	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED BRIDGEPORT LOCATION	44,000.0000	LB	0.2860
11	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED NORTH PLATTE LOCATION	352,000.0000	LB	0.2860
12	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED MULLEN LOCATION	44,000.0000	LB	0.2860
13	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED BROKEN BOW LOCATION	44,000.0000	LB	0.2860
14	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED VALENTINE LOCATION	44,000.0000	LB	0.2860
15	GLASS PAVEMENT MARKING BEADS TYPE I COARSE, DUAL COATED MC COOK LOCATION	44,000.0000	LB	0.2860

RK
BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (f) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

STATE OF NEBRASKA
Nebraska Department of Roads

**Specifications and Terms and Conditions
For Type I Coarse Dual Coated
Glass Beads for Pavement Markings**

Scope:

The State of Nebraska, Nebraska Department of Roads is seeking a contract, in accordance with the attached specifications and contract conditions, to supply and deliver Type I Coarse Dual Coated Glass Beads that will be applied on the wet film surface of traffic paint binders to improve the nighttime visibility of the pavement marking.

Glass Pavement Marking Beads shall be of the latest manufacture in production as of the date of the invitation to bid and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the Glass Beads shall be incorporated in the Glass Pavement Marking Beads whether or not they may be specifically mentioned below. Used, demonstrator, prototype, or discontinued Glass Pavement Marking Beads are not acceptable.

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL Type I Coarse Dual Coated Glass Beads proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid. Type I Coarse Dual Coated Glass Beads must meet or exceed the following requirements.

Non-Compliance Statement:

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to matpurch.dasmat@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).

Term of Contract:

The contract resulting from this invitation to bid, is to be in effect for a period of one year from the date of an award, unless otherwise terminated as provided herein. Upon satisfactory performance, the contract may be renewed for up to four (4) additional one (1) year periods when agreeable with the State of Nebraska and the contractor. The State reserves the right to extend the period of this contract(s) beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Amendment:

This Contract may be amended at any time in writing upon the agreement of both parties.

Cancellation:

The contract may be terminated at any time upon the mutual consent of the parties, or by either party, with or without cause and/or consent upon 30 days written notice.

Rights:

The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

Contract supplier or suppliers shall honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

Award:

Award of contract will be made to the lowest responsible bidder(s) in accordance with Statute 81-161.

Breach of Contract:

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

Estimated Annual Usage:

This is an open-ended contract between the vendor and the State of Nebraska to furnish an undetermined quantity of Type I Dual Coated Glass Pavement Marking Beads in a given period of time. The estimated annual usage for each item is listed on the Invitation to Bid as the quantity with the attached specifications and will be withdrawn in increments as required by the using agency during the life of the contract. Deliveries of Glass Beads may be combined whenever possible, but the Department of Roads reserves the right to order in quantities to satisfy needs. Figures are for reference only and are not to be construed to be either a minimum or maximum. Glass Pavement Marking Beads shall be ordered on an "as needed" basis. No minimum order requirements will be imposed on the State of Nebraska.

Bidder instructions:

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition and will not be considered. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

A. Authorized Dealer:

1. All bidders must be an authorized dealer of the manufacturer to sell the products proposed. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to State Purchasing within three (3) days or request.

Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

B. Price:

1. Prices quoted shall be unit price (per pound) and be firm for 180 days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. destination as specified on each Purchase Order or under separate cover with each order. No additional charges will be allowed for packing, handling, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. Supporting documentation must clearly establish the increase is to all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. No price increases are to be billed to any State Agencies without *prior* written approval by the State Purchasing Bureau. The State will be given full proportionate benefit of any decrease for the term of the contract.

2. It is understood and agreed in the event of a reduction in the manufacture's price, the State of Nebraska will be given the full benefit of such decline in price immediately.

<u>X</u>	_____	_____
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Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

C. Warranty:

1. Manufacturer's usual standard warranty shall apply, and must be in effect from the date the Glass Pavement Marking Beads are received by the Nebraska Department of Roads.

2. Warranties may be required prior to an award. Please include manufacturer's usual standard warranty for each item bid with the bid documents. If warranties are not included with the bid, the vendor will be required to submit requested warranties within three (3) business days of a written request. Failure to submit requested warranties may be grounds to reject the bid.

<u>X</u>	_____	_____
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Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

D. Orders:

1. Glass Pavement Marking Beads shall be ordered on an "as needed" basis with no minimum order requirements. Orders will be placed either by, phone, fax, e-mail or Internet (if available). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice.

Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

E. Invoices:

1. An itemized invoice including the ordering agency name and individual, purchase order number, product description, unit cost, extension and total charges will be mailed to the bill to address on the purchase order. Discrepancies on invoices will be corrected to the State's satisfaction within fifteen (15) days.

Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

F. Quality:

1. A guarantee of satisfactory performance of the Glass Pavement Marking Beads, performance of the contractor, and the contractor meeting delivery dates are all considered to be an integral part of the purchase contract resulting from this bid invitation. Glass Pavement Marking Beads must be of first quality, free of damage and/or defect, and be consistent through entire term of the contract. The successful bidder shall guarantee that the Glass Pavement Marking Beads furnished meets the design specifications and quality requirements of this proposal.
2. Any Glass Pavement Marking Beads provided that do not meet specifications may constitute a breach of the contract. The State of Nebraska reserves the right to accept only Glass Beads it deems to meet the specifications. Any deliveries over the duration of the contract may be rejected if the Glass Beads fail to meet the design specifications and quality in accordance with the specifications. The contractor shall be responsible for replacement of all defective materials delivered to the State. At the State's discretion, reimbursement will be in dollars and/or materials equal to the assessed damage. The contractor will not be compensated for rejected Glass Beads nor will it count toward the required quantity. Rejected Glass Beads shall be replaced by the contractor within fifteen (15) calendar days after notification of the rejection.
3. Failure to conform to the Specifications and Terms and Conditions constitutes a breach of this contract, and the State may reject the entire order or any part thereof and may recover the expenses and/or damages incurred by the State. If the contractor breaches this contract, the State of Nebraska may, also at its discretion, terminate the contract immediately upon written notice to the contractor and/or pay the contractor only for such performance as has been properly completed and is of use to the State and contract for provision of the services required to complete this contract and hold the contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowable by law.

<u>X</u>	_____	_____
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<u>X</u>	_____	_____
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Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

G. Usage Report:

1. A usage report may be required to be submitted to the State Purchasing Bureau sixty (60) days prior to the end of the contract year, and or at any time during the term of the contract within 10 days after a written request. The report is to contain, at a minimum, item description, annual usage per contract item, average order quantity, per ordering agency. Additional information may be deemed necessary and will be conveyed to the contractor.

Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

H. Delivery:

1. A representative of the Nebraska Department of Roads will contact the vendor at least one week in advance of desired delivery and advise them of the required quantity and destination of the Glass Pavement Marking Beads needed. A minimum of twenty-four hours advance notice of delivery shall be given to each location so that unloading assistance will be available.
2. Glass Pavement Marking Beads ordered by the Nebraska Department of Roads shall be delivered within ten (10) calendar days after receipt of order, FOB Destination to the "SHIP TO" address referenced on each PO, or as otherwise directed between the hours of 9:00AM and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed). Deliveries quoted beyond 60 days may be an award consideration.
3. All other deliveries shall be delivered within 10 days after receipt of order, FOB Destination, to the "Ship To" address on the Purchase Order, or as otherwise directed.
4. At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage. Deliveries must be clearly marked with the purchase order number. There will be no minimum order requirements
5. If delays in delivery are anticipated, the contractor will immediately notify the ordering agency and the Buyer in State Purchasing Bureau of the expected delivery date. The order may be canceled if the delivery date is unsatisfactory, and the State may procure item(s) from other sources and the contractor may be held responsible for any/all excess cost.

<u>X</u>	_____	_____
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<u>X</u>	_____	_____
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<u>X</u>	_____	_____
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<u>X</u>	_____	_____
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Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

I. Delivery Locations:

1. A list of the Nebraska Department of Roads Delivery Locations is provided with these Specifications. This list is for reference only. Contract may not be limited to the delivery locations shown. Vendor will impose no delivery restrictions (unless otherwise specified). Location addresses are subject to change, vendor is to make deliveries to the "SHIP TO" address referenced on the PO, or as otherwise directed by the ordering agency.

Other or Comments: _____

**MATERIAL SPECIFICATIONS FOR
Type 1 Course Dual Coated Glass Pavement Marking Beads**

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

J. General Requirements:

1. The beads, as received, shall be free from clumps and lumps, shall contain no extraneous material and shall flow freely when applied to traffic paint.
2. The glass beads shall be highly resistant to the effects of weathering as determined by laboratory tests and field tests. The glass beads shall show good adherence to the paint and provide good night visibility throughout the useful life of the reflectorized traffic paint.
3. The beads shall allow sufficient capillary action to form a firm embedment in typical traffic paint when dropped on a freshly applied paint film of 15 ± 1.5 mils wet thickness.

<u>X</u>	_____	_____
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<u>X</u>	_____	_____
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Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

K. Detailed Requirements:

1. Application of Glass beads: Glass Beads will be applied on 15 mils of wet acrylic waterborne traffic paint. The glass beads shall be dual coated to provide moisture resistance and to provide proper embedment and adhesion to the traffic paint. The beads shall be transparent, clean, colorless, smooth and spherically shaped, free of milkiness, pits, or excessive air bubbles.
2. The glass beads shall be designated as: AASHTO Type I Coarse Dual Coated.
3. Imperfections- The total imperfect beads on all sieves shall not exceed 20 percent In addition the glass beads shall have not more than 30 percent Imperfect beads retained on any sieve. Imperfect beads are defined as ovate or otherwise non spherical in shape; two or more beads fused together; and beads that show turbidity, pitting, scratching, surface wrinkling, internal air bubbles, or other inclusions. The percentage of imperfect beads and non glass material shall be determined by microscopic inspection of a representative sample of not less than 500 beads. All particles in the sample shall be counted regardless of shape or material.

<u>X</u>	_____	_____
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<u>X</u>	_____	_____
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<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____
<u>X</u>	_____	_____
<u>X</u>	_____	_____

K. Detailed Requirements - CONTINUED:

4. Index of Refraction- The glass beads shall have an index of refraction of not less than 1.50 when tested by the liquid immersion method.
5. Moisture Resistance- the glass beads shall pass the "Moisture Resistance Test" as defined in AASHTO Designation M 247, Section 5.4.2.
6. Gradation- The drop-on glass beads in a representative sample shall meet the following gradation requirement when tested in accordance with Standard Method of Test for Sieve Analysis of Glass Spheres, ASTM Designation D 1214.

U.S. Standard Sieve No.	Sieve Opening Millimeters	Amount Passing, %
20	0.850	90-100
30	0.600	55-80
50	0.300	5-25
80	0.180	0-5

<u>X</u>	_____	_____
<u>X</u>	_____	_____
<u>X</u>	_____	_____

7. Embedment Coating Test- The glass beads shall be tested for verification of silane presence/ adhesion promoter, by performing the "Dansyl Chloride Test."
8. Bead Embedment- A minimum of 90% of the beads shall be embedded between 40% and 60%.
9. Heavy Metal Concentration- Glass traffic beads shall not contain more than 75 ppm (total) of arsenic or 100 ppm (total) of lead, when tested in accordance with EPA Methods 3052 and 6010B. Other suitable x-ray fluorescence spectrometry analysis methods may be used to screen samples of glass spheres for arsenic and lead.

Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____
<u>X</u>	_____	_____

L. Packaging:

1. Glass Pavement Marking Beads shall be packaged in 2000 pound bulk cartons or 2000 pound sling sacks as specified on each Purchase Order Each container (bulk carton or sling sack) shall be clearly marked with name and type of contents, manufacturer of the beads, net weight and lot/batch number.
2. For orders that are specified to be delivered in bulk cartons, the bulk cartons shall be composed of three ply-laminated 250 # burst c- fluted cardboard. The carton body shall be approximately 40 inches square or hexagonal by 29 inches high. Each carton shall contain a 4 mil thick polyethylene bag. Each carton shall have two horizontal steel bands and one vertical steel band, each at least 1/2 inch wide and tightened sufficiently to allow double deck storage and to keep the carton from deforming during shipment. Both the top and bottom of the carton shall be securely enclosed with a tight fitting cap. Each carton shall be shipped on a double faced reusable pallet approximately 40 X 42 inches in size.

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

L. Packaging - CONTINUED:

3. For orders that are specified to be delivered in bulk sling sacks, the bulk sling sacks shall be constructed of new or reconditioned 6 1/2 ounce coated sift proof polypropylene fabric with an overall size of approximately 43 x 43 x 26 inches. The sack shall also include a coated sift proof fabric remote opening that can be controlled by a person standing to one side of the bag. The sack shall be constructed with four interior baffles and shall contain no inner liner. The sack shall have four top lift loops sized to allow lifting from a central hook when the sack is full.
4. Each sack shall be securely strapped or banded to a pallet. Each pallet shall be shrink or stretch wrapped with plastic on the top and sides so that the sacks shall be completely moisture proof.

<u>X</u>	_____	_____
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Other or Comments: _____

<u>Yes</u>	<u>No</u>	<u>Other</u>
<u>X</u>	_____	_____

M. Sampling and Testing Prior to Award:

1. Prior to award, a one-quart sample of the identical Glass Pavement Marking Beads bid/to be supplied shall be provided to the Department of Road's Chemistry Laboratory at no cost to the State of Nebraska. Bidder shall have ten (10) business days to provide samples upon the State's written request. Failure to supply samples and/or samples that do not meet specifications may be grounds to reject the bid. Final acceptance of the material will be determined by tests performed by the Department's Chemical Tests Laboratory. Bids may be rejected based on the quality of samples provided. The contract will be awarded to the lowest responsible bidder whose Glass Beads, when tested by the Chemistry Laboratory, comply with the specification requirements shown herein.
2. One-quart samples shall be identified with manufacturer's code number, type of glass bead, lot/batch number, and pounds of beads the sample represents. Upon a written request for samples from the State of Nebraska Purchasing Bureau, samples of Glass Pavement Marking Beads shall be shipped to:

Chemical Tests Manager
 Nebraska Department of Roads
 Materials and Research Division
 1400 Highway 2
 Lincoln, NE 68502

<u>X</u>	_____	_____
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<u>X</u>	_____	_____
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2. Each Glass Bead sample shall be accompanied by the "Certificate of Analysis" for all tests stipulated in this specification. Failure to supply the "Certificate of Analysis" and/or samples that do not meet specifications may be grounds to reject the bid. Only bids having acceptable "Certificates of Analysis" with ten (10) days of a written request will be considered for an award.

Other or Comments: _____

Yes No Other

X _____ _____

N. Sampling and Testing with Each Order throughout the Life of the Contract:

1. Prior to shipment of each order, the contractor shall submit to the Nebraska Department of Road's Chemistry Laboratory a one-quart sample of the Glass Pavement Marking Beads manufactured for each order, prior to shipment of each order to determine if the Glass Beads being provided meet or exceed compliance with the required design and quality specifications. Final acceptance of the material will be determined by tests performed by the Department's Chemical Tests Laboratory. Any Glass Beads provided that do not meet specifications may constitute a breach of the contract. Any material delivered to the State of Nebraska that fails to meet the requirements stipulated by this specification shall be rejected and disposed of by the contractor at the contractor's expense. The contractor shall be responsible for replacement of all defective materials delivered to the State. At the State's discretion, reimbursement will be in dollars and/or materials equal to the assessed damage. The contractor will not be compensated for rejected material nor will it count toward the required quantity. Rejected Glass Beads shall be replaced with acceptable material by the contractor within fifteen (15) calendar days after notification of the rejection at the contractor's expense, including transportation and delivery charges.

X _____ _____

2. Each sample shall be identified by manufacturer's code number, type of glass bead, lot/batch number, and pounds of beads the sample represents. The manufacturer shall arrange for overnight delivery of the sample to the Nebraska Department of Roads' Testing Laboratory, and shall be responsible for the total cost of these shipments. Samples should be submitted to:

Chemical Tests Manager
Nebraska Department of Roads
Materials and Research Division
1400 Highway 2
Lincoln, NE 68502

X _____ _____

3. A "Certificate of Analysis" shall accompany each sample provided, prior to shipment of each order that certifies the test results for all tests stipulated in this specification. The contractor agrees that for any products which fail to comply with the State's specifications and representations contained in this contract, a charge of twenty-five dollars (\$25.00) for each analysis may be made against the contractor, such charge to be deducted from the monies due or to become due to the State.

Other or Comments: _____

Yes No Other

X _____ _____

O. Substitutions:

1. Bidder will not substitute any item that has been awarded without prior written approval of the State Purchasing Bureau or by a representative of the Nebraska Department of Roads.

Other or Comments: _____

