

State of Nebraska - INVITATION TO BID CONTRACT

Date	9/13/23	Page	1 of 2
Solicitation Number	6822 OF		
Opening Date and Time	10-18-23	2:00 pm	
Buyer	BRENDA SENSIBAUGH (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Type I Coarse Dual Coated Pavement Marking Glass Beads for Nebraska Department of Transportation (NDOT) area locations throughout 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 four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(BT 09/11/23)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	DISTRICT 1 GLASS PAVEMENT MARKING BEADS	500,000.0000	LB	\$0.69	\$345,000.00
2	DISTRICT 2 GLASS PAVEMENT MARKING BEADS	200,000.0000	LB	\$0.69	\$138,000.00

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % net/30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 30 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here



10/16/2023

(Authorized Signature Mandatory - Form must be signed manually in ink or by DocuSign)
 Jon Sproul, President

Enter Contact Information Below

VENDOR# 506033
VENDOR: Swarco Reflex LLC
Address: 900 N. Denton
 Mexia, TX 76667

Contact Roseann Meredith, Bid Administrator
Telephone 931-388-5900 x234
Email roseann.meredith@swarco.com

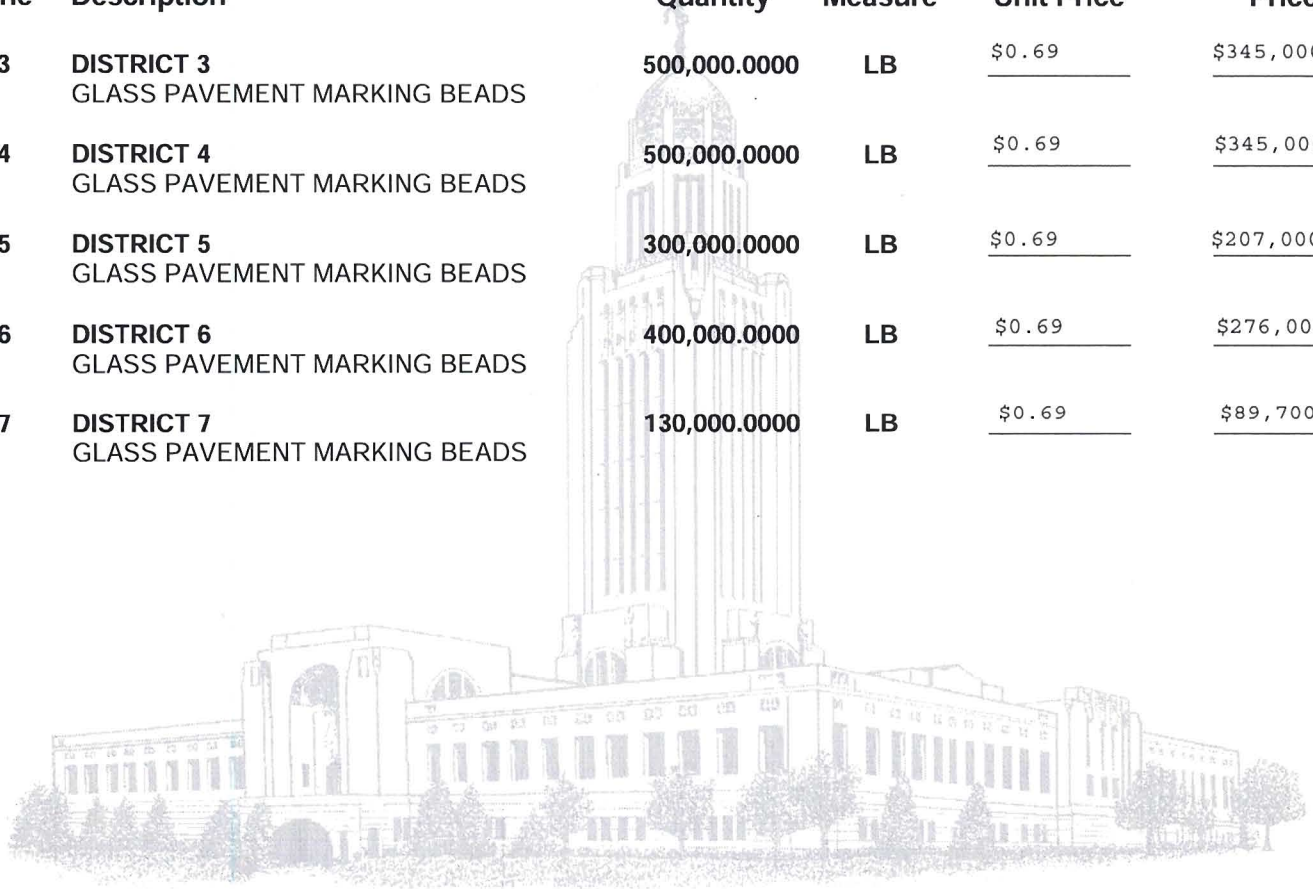
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	DISTRICT 3 GLASS PAVEMENT MARKING BEADS	500,000.0000	LB	\$0.69	\$345,000.00
4	DISTRICT 4 GLASS PAVEMENT MARKING BEADS	500,000.0000	LB	\$0.69	\$345,000.00
5	DISTRICT 5 GLASS PAVEMENT MARKING BEADS	300,000.0000	LB	\$0.69	\$207,000.00
6	DISTRICT 6 GLASS PAVEMENT MARKING BEADS	400,000.0000	LB	\$0.69	\$276,000.00
7	DISTRICT 7 GLASS PAVEMENT MARKING BEADS	130,000.0000	LB	\$0.69	\$89,700.00X



**State of Nebraska (State Purchasing Bureau)
INVITATION TO BID FOR COMMODITIES CONTRACT**

INVITATION TO BID NUMBER	RELEASE DATE
ITB 6822 OF	September 22, 2023
OPENING DATE AND TIME	PROCUREMENT CONTACT
October 18, 2023, 2:00 p.m. Central Time	Brenda Sensibaugh

**PLEASE READ CAREFULLY
SCOPE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6822 OF for the purpose of selecting a qualified Contractor to provide **Type I Coarse Dual Coated Pavement Marking Glass Beads for Nebraska Department of Transportation (NDOT)** area locations throughout the State of Nebraska... A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Contractor. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. (The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited commodities, this ITB may be used to procure the solicited goods for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this ITB, 2) the bidder's bid was evaluated, and 3) the bidder will honor the bidder's original bid, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Contractor's bid or response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

In addition, and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids, or responses received regarding this solicitation will be posted to the SPB website.

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION." The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this Invitation to Bid for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this Invitation to Bid, specifically waives any copyright or other protection the contract, bid, or response to the Invitation to Bid may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this Invitation to Bid, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the Invitation to Bid being found non-responsive and rejected.

Any entity awarded a contract or submitting a bid or response to the Invitation to Bid agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the Invitation to Bid, awards, and other documents.

VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS

Contractor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Contractor to qualify for the award.

"YES" response means the Contractor guarantees they can meet this condition.

"NO" response means the Contractor cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Contractor'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 shall determine at its sole discretion whether or not the Contractor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
X			2. It is the responsibility of Contractors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Contractor.
X			3. No interpretation related to the meaning of solicitation specifications or other pre-bid documents will be made orally to any Contractor by the State. Any solicitation interpretation must be put in writing by the Contractor and uploaded through the following ShareFile link: https://nebraska.sharefile.com/r-r239f95a21b3447f3b72fed6f7a954bf0 to SPB. by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. TYPE I COARSE DUAL COATED PAVEMENT MARKING GLASS BEADS WITH CAMSIZER MATERIAL SPECIFICATION:

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The glass beads, as received, shall be free from clumps and lumps, shall contain no extraneous material and shall flow freely when applied to traffic paint.
X			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.
X			3. The glass 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.

X			4. 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 glass, smooth and spherically shaped, free of milkiness, pits, or excessive air bubbles.															
X			5. The glass beads shall be designated as: Nebraska Modified AASHTO M247 Type I Coarse Dual Coated.															
X			6. Imperfections- The total imperfect glass beads on sieves #20, #30, and #50 shall not exceed 20 percent. In addition, there shall not be more than 30 percent imperfect glass beads on each sieve of #20, #30, and #50. Imperfect glass beads are defined as ovate or otherwise non-spherical in shape; two or more glass beads fused together; and glass beads that show turbidity, pitting, scratching, surface wrinkling, internal air bubbles, or other inclusions. The percentage of imperfect glass beads and non-glass material shall be determined by microscopic inspection of a representative sample of not less than 500 glass beads. All particles in the sample shall be counted regardless of shape or material. Testing will be conducted according to AASHTO R98.															
X			7. 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 at 25 +/- 5°C according to AASHTO T346.															
X			8. Moisture Resistance – The glass beads shall pass the “Moisture Resistance Test” according to AASHTO T 346, Section 13.															
X			9. Gradation – The drop-on glass beads in a representative sample shall meet the following modified gradation requirement when tested according to AASHTO R98. <table border="1" data-bbox="700 1013 1348 1270"> <thead> <tr> <th>U.S Standard Sieve No.</th> <th>Sieve Opening Millimeters</th> <th>Amount Passing, %</th> </tr> </thead> <tbody> <tr> <td>20</td> <td>0.850</td> <td>90-100</td> </tr> <tr> <td>30</td> <td>0.600</td> <td>55-80</td> </tr> <tr> <td>50</td> <td>0.300</td> <td>5-25</td> </tr> <tr> <td>80</td> <td>0.180</td> <td>0-5</td> </tr> </tbody> </table>	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.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																
X			10. Embedment (Adherence) Coating Test – The glass beads shall be tested for verification of silane presence/ adhesion promoter, by performing the “Dansyl Chloride Test” according to AASHTO T346, Section 11.															
X			11. 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 AASHTO T392 or 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.															
NOTES/COMMENTS:																		

D. SAMPLING AND TESTING PRIOR TO AWARD

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Prior to award, a one-quart sample of the identical Glass Pavement Marking Beads bid/to be supplied shall be provided to the Nebraska Department of Transportation Central Laboratory at no cost to the State of Nebraska.
X			2. Bidder shall have ten (10) business days to provide samples upon the State's written request.
X			3. Failure to supply samples and/or samples that do not meet specifications may be grounds to reject the bid.
X			4. Final acceptance of the material will be determined by tests performed by the Nebraska Department of Transportation Central 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 Nebraska Department of Transportation Central Laboratory, comply with the specification requirements shown herein.
X			5. One-quart samples shall be identified with manufacturer's code number, type of glass bead, lot/batch number, and pounds of glass beads the sample represents.
X			6. Upon a written request for samples from the State of Nebraska Purchasing Bureau, samples of Pavement Marking Glass Beads shall be shipped to: Chemical Tests Manager Nebraska Department of Transportation Materials and Research Division 1400 Nebraska Parkway Lincoln, NE 68502
X			7. Each Pavement Marking Glass Beads sample shall be accompanied by the "Certificate of Analysis" (see Attachment A) for all tests stipulated in this specification.
X			8. Failure to supply the "Certificate of Analysis" (see Attachment A) and/or samples that do not meet specification 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.
NOTES/COMMENTS:			

E. SAMPLING AND TESTING PRIOR TO EACH SHIPMENT THROUGHOUT THE LIFE OF THE CONTRACT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Prior to shipment of each lot/batch, the contractor shall submit to the Nebraska Department of Transportation Central Laboratory a one-quart sample of the Pavement Marking Glass Beads manufactured to determine if the Glass Beads being provided meet or exceed compliance with the required design and quality specifications.
X			2. Final acceptance of the material will be determined by tests performed by the Nebraska Department of Transportation Central Laboratory.
X			3. Any Glass Beads provided that do not meet specifications may constitute a breach of the contract.

X			4. Each manufacturer sample shall be identified by manufacturer's code number, type of glass bead, lot/batch number, and pounds of glass beads the sample represents.
X			5. The manufacturer shall arrange for overnight delivery of the sample to the Nebraska Department of Transportation Central Laboratory and shall be responsible for the total cost of these shipments. Samples should be submitted to: Chemical Tests Manager Nebraska Department of Transportation Materials and Research Division 1400 Nebraska Parkway Lincoln, NE 68502
X			6. A "Certificate of Analysis" (see Attachment A) shall accompany each sample provided prior to shipment of each order that certifies the test results for all tests stipulated in this specification.
X			7. 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 five hundred dollars (\$500.00) 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.
NOTES/COMMENTS:			

F. SAMPLING AND TESTING OF EACH BATCH DELIVERED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The NDOT reserves the right to test any glass beads delivered to the Department in addition to prior approval of the manufacturer sample.
X			2. Any material delivered to the State of Nebraska NDOT that fails to meet the requirements stipulated by this specification shall be subject to the price adjustments listed in Attachment C. In addition, should any out of specification glass beads or failed glass beads need to be utilized, at NDOT's sole discretion, NDOT may utilize the glass beads and impose the Price Adjustment.
X			3. The contractor shall be responsible for replacement of all defective materials delivered to the State of Nebraska NDOT.
X			4. At the State's discretion, reimbursement will be in dollars and/or materials equal to the assessed damage.
X			5. The contractor will not be compensated for rejected material nor will it count toward the required quantity.
X			6. 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.
NOTES/COMMENTS:			

G. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Contractor shall not impose minimum order requirements.
NOTES/COMMENTS:			

H. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The contractor shall, upon request, provide a usage report of this contract by state agencies and political subdivisions. Information will include agency name, item(s), and dollar amount and shall include the information of the time period requested. Information may be requested at any time by the SPB.
NOTES/COMMENTS:			

I. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
	X	30 days/ARO	1. Pavement Marking Glass Beads ordered by the Nebraska Department of Transportation shall be delivered within ten (10) calendar days after receipt of order, F.O.B. Destination to the "SHIP TO" address referenced on each Purchase Order, or as otherwise directed between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday (excluding State holidays and/or as otherwise directed). There will be no minimum order requirements. Deliveries must be clearly marked with the purchase order number.
X			2. Deliveries of glass beads may be combined whenever possible, but the Department of Transportation reserves the right to order in quantities to satisfy needs.
X			3. Contractor shall provide a minimum of twenty-four (24) hours advance notice of delivery to each location so that unloading assistance will be available, if needed.
X			4. At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items 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.
X			5. If delays in delivery are anticipated, the Contractor will immediately notify the ordering agency of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Contractor will be held responsible for any/all excess cost.
NOTES/COMMENTS:			

J. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
x			<p>1. A list of Nebraska Department of Transportation Delivery Locations is provided with these Specifications (see Attachment B). 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 Purchase Order, or as otherwise directed by the ordering agency.</p>
NOTES/COMMENTS:			

K. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
x			<p>1. Pavement Marking Glass Beads shall be furnished in 2000-pound bulk cartons, or 2000-pound sling sacks as specified in the bid request. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage. Each container shall be clearly marked with name and type of contents, manufacturer of the glass beads, size, net weight, color, quantity, lot/batch number, and purchase order number.</p>
x			<p>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 ½ 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.</p>
x			<p>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.</p>
x			<p>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.</p>
NOTES/COMMENTS:			

L. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Orders will be placed either by, phone, fax, e-mail, or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number.
X			2. Packing slip must reference purchase order number and lot or batch number.
X			3. Invoices are to be sent to the "Invoice to" address on the purchase order and must reference the purchase order number, packing slip number and the lot or batch number.
NOTES/COMMENTS:			

M. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
X			2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation.
X			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
X			4. Any products provided that do not meet specifications may constitute breach of the contract.
X			5. The State of Nebraska reserves the right to accept only Glass Beads it deems to meet the specifications.
X			6. 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.
X			7. The contractor shall be responsible for replacement of all defective materials delivered to the State.
X			8. At the State's discretion, reimbursement will be in dollars and/or materials equal to the assessed damage.
X			9. 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.
NOTES/COMMENTS:			

N. PROHIBITED PRODUCTS

AGREE	
X	1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.
X	2. The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.
X	3. The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

O. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. To the extent required by the manufacturer, the Contractor shall be an authorized dealer. Contractor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
X			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

P. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.
NOTES/COMMENTS:			

xxxx OF

**Attachment A
Certificate of Analysis**

**CERTIFICATE OF ANALYSIS
OF
GLASS BEADS FOR USE ON TRAFFIC PAINT
(Type I Coarse Dual Coated)**

To be filled out by Bead Manufacturer for bidding purposes AND each batch testing.

This Certificate must also be completed and supplied with each manufactured sample prior to shipment of each order.

Manufacturer Swarco Reflex LLC

Address 900 N. Denton, Mexia, TX 76667

Manufacturer's Code Number NE-AASHTO-Modified

Batch Number 100523NESRI

Test Results:

Imperfect Beads, Percent Total 21

Index of Refraction at 25°C 1.51

Gradation of Beads:

<u>U.S. Standard Sieve No.</u>	<u>Amount Passing %</u>	<u>Imperfect Beads, % by Weight Retained</u>
20	<u>97</u>	20 <u>9</u>
30	<u>76</u>	30 <u>8</u>
50	<u>15</u>	50 <u>3</u>
80	<u>3</u>	80 <u>1</u>

Moisture Resistance Coating Test pass

Adherence Coating Test pass

Pounds of Beads Recommended to be Applied
Per Gallon of Traffic Paint 10

**ADDENDUM ONE
NO QUESTIONS AND ANSWERS RECEIVED
6822 OF**

Date: 10-3-23

To: All Bidders

From: Brenda Sensibaugh, Procurement Contracts Officer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Invitation to Bid.(ITB) Number 6822 OF for Type I Coarse Dual Coated Pavement
Marking Glass Beads to be opened on October 18, 2023, at 2:00 p.m. Central Time

Questions and Answers

No questions were received for ITB Number 6822 OF.

This Addendum will become part of the ITB and should be acknowledged with the ITB.