

**Amendment to Contract for
Annual Supply of Traffic Paint
State of Nebraska Contract 13162 OC
(Third Renewal)**

C - 15 - 0042

This Amendment is hereby entered into on this by and between Vogel Paint and Wax Co. Inc., 1020 Albany Place SE, P.O. Box 80, Orange City, IA 51041 (hereinafter "Contractor") and Lancaster County, Nebraska (hereinafter "County"), for the purpose of amending a Contract dated March 6, 2012, County Contract No. C-12-0110, (the "Contract"), for the **Annual Supply of Traffic Paint, State of Nebraska Contract 13162 OC**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 9, 2012 through December 31, 2012 with the option to renew for four (4) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the County Contract; C-13-0056, executed by the County Board on January 29, 2013, to renew the Contract for an additional one (1) year period from January 1, 2013 through December 31, 2013; and

WHEREAS, the Contract was amended by the County Contract C-14-0048, executed by the County Board on January 28, 2014, to renew the Contract for an additional one (1) year period from January 1, 2014 through December 31, 2014 and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 1, 2015 through December 31, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$65,000.00 without prior approval of the Lancaster County Board of Commissioners.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract No. C-12-0110, and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning January 1, 2015 through December 31, 2015.
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$65,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) All other terms of the Contract, 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

Approved as to form

this 20 day of Jan, 2015

[Signature]
for Lancaster County Attorney

Executed this 20 day of January, 2015

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

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

Company Name: (PLEASE PRINT)	Vogel Paint & Wax Co., Inc.
By: (PLEASE PRINT)	Dave Van Gorp
By: (PLEASE SIGN)	
Title:	Assistant Secretary
Company Address:	1020 Albany Place SE, Orange City, IA 51041
Company Phone & Fax:	712-737-2476; 712-737-4148
E-Mail Address:	dave.vangorp@vogeltraffic.com
Contact Person for "Service or Orders"	Justin Hoekstra or Jennifer Gomez
Contact Phone Number	712-737-4993
Date:	December 29, 2014

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 1 of 3	ORDER DATE 12/09/14
BUSINESS UNIT 9000	BUYER RITA SCHWABE (AS)
VENDOR NUMBER: 500964	
VENDOR ADDRESS: VOGEL PAINT & WAX CO INC 1020 ALBANY PLACE SE PO BOX 80 ORANGE CITY IOWA 51041-0080	

CONTRACT NUMBER
13162 OC

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

JANUARY 01, 2015 THROUGH DECEMBER 31, 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.

Original/Bid Document 3863 OF

Contract to supply and deliver Traffic Paint to the State of Nebraska as per the attached specifications for the contract period January 01, 2015 through December 31, 2015. 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

12/11/14
Rita Schwabe 12-11-2014
BUYER
12-11-13
MATERIEL ADMINISTRATOR

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 2 of 3	ORDER DATE 12/09/14
BUSINESS UNIT 9000	BUYER RITA SCHWABE (AS)
VENDOR NUMBER: 500964	

CONTRACT NUMBER
13162 OC

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 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.

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: Dave Van Gorp
 Phone: 712-737-2476
 Fax: 712-737-4148
 E-Mail: dave.vanorp@vogeltraffic.com

This is the third renewal of this contract as amended. (sv 12/09/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ACRYLIC RESIN WATERBORNE TRAFFIC PAINT WHITE LEAD FREE	282,000.0000	GL	8.9200
2	ACRYLIC RESIN WATERBORNE TRAFFIC PAINT YELLOW Lead Free	131,000.0000	GL	9.1600
3	FAST DRY ACRYLIC COPOLYMER TRAFFIC PAINT WHITE LEAD FREE	17,500.0000	GL	11.4900
4	FAST DRY ACRYLIC COPOLYMER TRAFFIC PAINT YELLOW Lead Free	16,500.0000	GL	11.9800


 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/material/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 therefor.

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/material/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 Traffic Paint
State of Nebraska Contract 13162 OC
(Second Renewal)**

RECEIVED
C-14-0048
JAN 23 2014

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 20 day of January 2014, by and between **Vogel Paint and Wax Co. Inc., 1020 Albany Place SE, P.O. Box 80, Orange City, IA 51041** (hereinafter "Contractor") and **Lancaster County, Nebraska** (hereinafter "County"), for the purpose of amending an Agreement dated **February 27, 2012**, County Contract No. **C-12-0110**, (the "Agreement"), for the **Annual Supply of Traffic Paint, State of Nebraska Contract 13162 OC**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **January 9, 2012 through December 31, 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-13-0056**, executed by the County Board on January 23, 2013, to renew the agreement for an additional one (1) year period from **January 1, 2013 through December 31, 2013**; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning January 1, 2014 through December 31, 2014; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$64,000.00 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-12-0110, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning **January 1, 2014 through December 31, 2014**.
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$64,000.00 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 20 day of January, 2014

Approved as to form
this 23 day of January, 2014

Bullay Bohrens
Lancaster County Attorney

Deb Shori
Raybould Absent

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

Dated January 20, 2014

Company Name: (PLEASE PRINT)	Vogel Paint & Wax Co., Inc.
By: (PLEASE PRINT)	Dave Van Gorp
By: (PLEASE SIGN)	<u>Dave Van Gorp</u>
Title:	Assistant Secretary
Company Address: (PLEASE PRINT)	1020 Albany Place SE, Orange City, IA 51041
Company Phone & Fax: (PLEASE PRINT)	Ph: 712-737-2476 Fax: 712-737-4148
E-Mail Address: (PLEASE PRINT)	dave.vangorp@vogeltraffic.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
13162 OC

PAGE 1 of 4	ORDER DATE 12/10/13
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 500964	
VENDOR ADDRESS: VOGEL PAINT & WAX CO INC 1020 ALBANY PLACE SE PO BOX 80 ORANGE CITY IOWA 51041-0080	

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

JANUARY 01, 2014 THROUGH DECEMBER 31, 2014

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 3863 OF

Contract to supply and deliver Traffic Paint 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 two (2) 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.

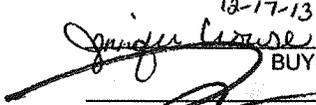
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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.

12-17-13 *KS* *12-17-13* *BP*

BUYER
12-18-13
MATERIAL 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
13162 OC

PAGE 2 of 4	ORDER DATE 12/10/13
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 500964	

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 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: Dave Van Gorp
Phone: 712-737-2476
Fax: 712-737-4148
E-Mail: dave.vangorp@vogeltraffic.com

This is the second renewal of this contract as amended. (bl 12/10/13)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ACRYLIC RESIN WATERBORNE TRAFFIC PAINT WHITE LEAD FREE	282,000.0000	GL	8.9200
2	ACRYLIC RESIN WATERBORNE TRAFFIC PAINT YELLOW Lead Free	131,000.0000	GL	9.1600


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

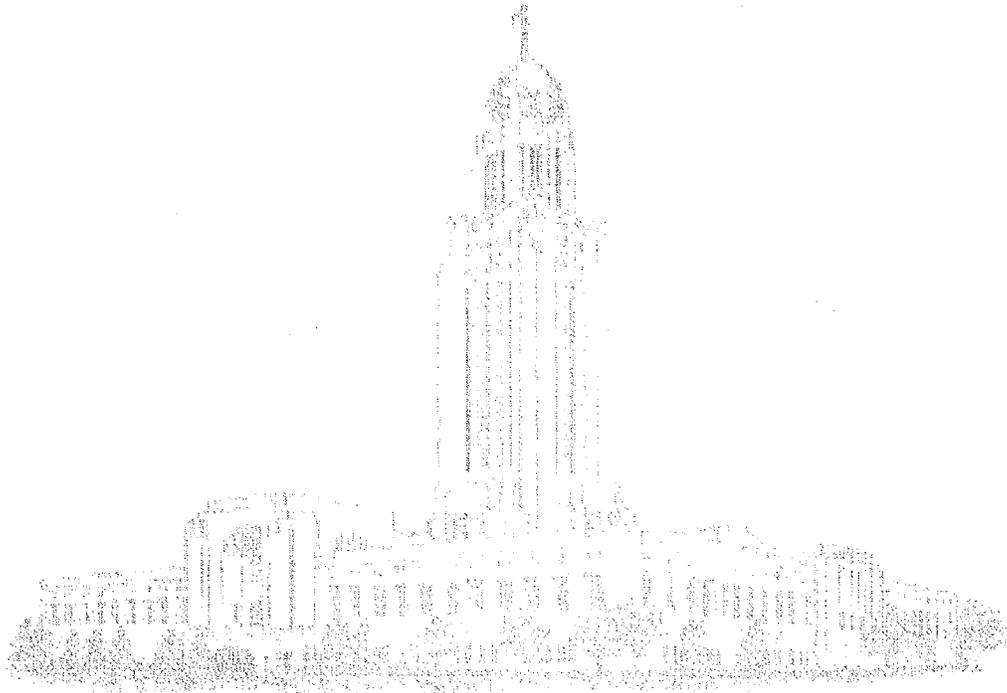
State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508

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

PAGE 3 of 4		ORDER DATE 12/10/13	
BUSINESS UNIT 9000		BUYER ANNETTE WALTON (AS)	
VENDOR NUMBER: 500964			

CONTRACT NUMBER
 13162 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	FAST DRY ACRYLIC COPOLYMER TRAFFIC PAINT WHITE LEAD FREE	17,500.0000	GL	11.4900
4	FAST DRY ACRYLIC COPOLYMER TRAFFIC PAINT YELLOW Lead Free	16,500.0000	GL	11.9800



AW
 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
Traffic Paint
State of Nebraska Contract 13162 OC**

REGISTRATION
C-13-0054
JAN 23 2013
LANCASTER COUNTY

This Amendment is hereby entered into on this 15 day of January, 2013, by and between Vogel Paint and Wax Co. Inc., 1020 Albany Place SE, P.O. Box 80, Orange City, IA 51041 (hereinafter "Contractor") and Lancaster County, Nebraska (hereinafter "County"), for the purpose of amending an Agreement dated January 9, 2012, County Contract No. C-12-0110, (the "Agreement"), for the **Annual Supply of Traffic Paint, State of Nebraska Contract 13162 OC**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is January 9, 2012 through December 31, 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 January 1, 2013 through December 31, 2013; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-12-0110, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning January 1, 2013 through December 31, 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 19 day of January, 2013

Approved as to form
this 19 day of Jan, 2013

Bullant Behrens
Lancaster County Attorney

[Signature]
[Signature]
[Signature]
[Signature]
Hudkins Absent

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

Dated January 15, 2013

Company Name: (PLEASE PRINT)	Vogel Paint & Wax Co., Inc.
By: (PLEASE PRINT)	Dave Van Gorp
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	Assistant Secretary
Company Address: (PLEASE PRINT)	1020 Albany Place SE, Orange City, IA 51041
Company Phone & Fax: (PLEASE PRINT)	PH; 712-737-2476 Fax: 712-737-4148
E-Mail Address: (PLEASE PRINT)	dave.vangorp@vogeltraffic.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
13162 OC

PAGE 1 of 3	ORDER DATE 12/20/12
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 500964	
VENDOR ADDRESS: VOGEL PAINT & WAX CO INC 1020 ALBANY PLACE SE PO BOX 80 ORANGE CITY IOWA 51041-0080	

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

JANUARY 01, 2013 THROUGH DECEMBER 31, 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 3863 OF
Contract to supply and deliver Traffic Paint as per the attached specifications, terms and conditions for a period of one (1) year beginning January 1, 2013 through December 31, 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. 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.
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.

Robert Thompson 12/21/12
BUYER 2512-21-12
12-21-12
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

PAGE 2 of 3	ORDER DATE 12/20/12
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 500964	

**CONTRACT NUMBER
13162 OC**

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: Dave Van Gorp
 Phone: 712-737-2476
 Fax: 712-737-4148
 E-Mail: dave.vangorp@vogeltraffic.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED: (12/20/12.jh)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ACRYLIC RESIN WATERBORNE TRAFFIC PAINT WHITE LEAD FREE	282,000.0000	GL	8.9200
2	ACRYLIC RESIN WATERBORNE TRAFFIC PAINT YELLOW Lead Free	131,000.0000	GL	9.1600
3	FAST DRY ACRYLIC COPOLYMER TRAFFIC PAINT WHITE LEAD FREE	17,500.0000	GL	11.4900
4	FAST DRY ACRYLIC COPOLYMER TRAFFIC PAINT YELLOW Lead Free	16,500.0000	GL	11.9800

RT/JP
 BUYER INITIALS

**Amendment to Agreement for
Annual Supply of Traffic Paint
State of Nebraska Contract 13162 OC
(Second Renewal)**

RECEIVED
C-14-0048
JAN 23 2014

**LANCASTER COUNTY
CLERK**

This Amendment is hereby entered into on this 20 day of January 2014, by and between **Vogel Paint and Wax Co. Inc., 1020 Albany Place SE, P.O. Box 80, Orange City, IA 51041** (hereinafter "Contractor") and **Lancaster County, Nebraska** (hereinafter "County"), for the purpose of amending an Agreement dated **February 27, 2012**, County Contract No. **C-12-0110**, (the "Agreement"), for the **Annual Supply of Traffic Paint, State of Nebraska Contract 13162 OC**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **January 9, 2012 through December 31, 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-13-0056**, executed by the County Board on January 23, 2013, to renew the agreement for an additional one (1) year period from **January 1, 2013 through December 31, 2013**; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning January 1, 2014 through December 31, 2014; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$64,000.00 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-12-0110, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning **January 1, 2014 through December 31, 2014**.
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$64,000.00 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 20 day of January, 2014

Approved as to form
this 23 day of January, 2014

Bullough Bohrens
Lancaster County Attorney

Deb Short
Dee Snay
Jerry [unclear]
Raybould Absent

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

Dated January 20, 2014

Company Name: (PLEASE PRINT)	Vogel Paint & Wax Co., Inc.
By: (PLEASE PRINT)	Dave Van Gorp
By: (PLEASE SIGN)	<u>Dave Van Gorp</u>
Title:	Assistant Secretary
Company Address: (PLEASE PRINT)	1020 Albany Place SE, Orange City, IA 51041
Company Phone & Fax: (PLEASE PRINT)	Ph: 712-737-2476 Fax: 712-737-4148
E-Mail Address: (PLEASE PRINT)	dave.vangorp@vogeltraffic.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
13162 OC

PAGE 1 of 4	ORDER DATE 12/10/13
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 500964	
VENDOR ADDRESS: VOGEL PAINT & WAX CO INC 1020 ALBANY PLACE SE PO BOX 80 ORANGE CITY IOWA 51041-0080	

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

JANUARY 01, 2014 THROUGH DECEMBER 31, 2014

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 3863 OF

Contract to supply and deliver Traffic Paint 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 two (2) 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.

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.

12-17-13 KS 12-17-13
[Signature]
BUYER
12-18-13
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

PAGE 2 of 4	ORDER DATE 12/10/13
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 500964	

CONTRACT NUMBER
13162 OC

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 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: Dave Van Gorp
 Phone: 712-737-2476
 Fax: 712-737-4148
 E-Mail: dave.vangorp@vogeltraffic.com

This is the second renewal of this contract as amended. (bl 12/10/13)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ACRYLIC RESIN WATERBORNE TRAFFIC PAINT WHITE LEAD FREE	282,000.0000	GL	8.9200
2	ACRYLIC RESIN WATERBORNE TRAFFIC PAINT YELLOW Lead Free	131,000.0000	GL	9.1600


 BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

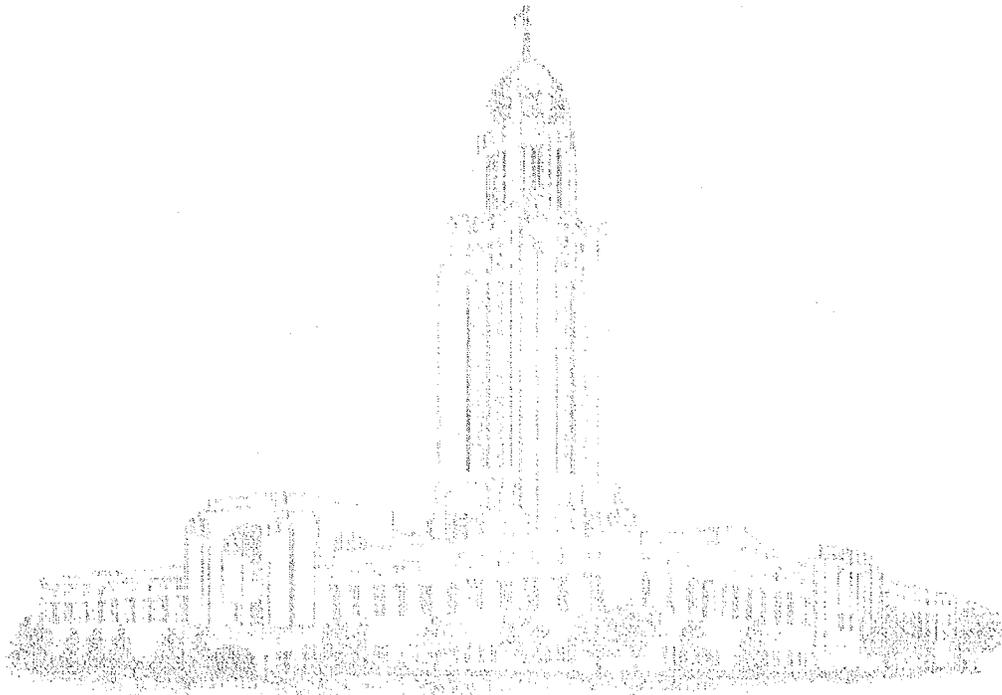
State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR

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

CONTRACT NUMBER
13162 OC

PAGE 3 of 4		ORDER DATE 12/10/13	
BUSINESS UNIT 9000		BUYER ANNETTE WALTON (AS)	
VENDOR NUMBER: 500964			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	FAST DRY ACRYLIC COPOLYMER TRAFFIC PAINT WHITE LEAD FREE	17,500.0000	GL	11.4900
4	FAST DRY ACRYLIC COPOLYMER TRAFFIC PAINT YELLOW Lead Free	16,500.0000	GL	11.9800



AW
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 initiated 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

e-12-0110

FEB 07 2012

CONTRACT DOCUMENTS

LANCASTER COUNTY

**Annual Supply
of
Traffic Paint
State of Nebraska Contract Number 13162 OC**

**Contractor:
Vogel Paint & Wax Co. Inc.
1020 Albany Place SE
PO Box 80
Orange City, Iowa 51041**

**LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Vogel Paint & Wax Co., Inc. 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 Vogel Paint & Wax Co. Inc., Contract Number 13162 OC, dated January 9, 2012, 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 Traffic Paint for the Owner's various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 13162 OC, dated January 9, 2012; 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 13162 OC, dated January 9, 2012 for Traffic Paint, 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 13162 OC; dated January 9, 2012, 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 Traffic Paint for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a one (1) year period beginning January 9, 2012 thru December 31, 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 13162 OC, dated January 9, 2012.
 - 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. Termination. This Contract may be terminated by the following:
 - 7.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 7.2 Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
 - 7.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver Traffic Paint.
 - 7.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 7.2.3 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.

8. 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 Vogel Paint & Wax Co. Inc., Contract Number 13162 OC, dated January 9, 2012.

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

1. Contract Agreement
2. State of Nebraska, Contract Number 13162 OC, dated January 9, 2012

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:

Brian Johnson
Deputy County Attorney
For GARY E. LACEY Joe Kelly
Lancaster County Attorney

The Board of County Commissioners of
Lancaster County, Nebraska

Jane Rufford
Deanne Kern
Deb Schorr
Kerry Hudson
Brett Mays
Dated: 3/6/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:



Secretary (SEAL)

Vogel Paint & Wax Co., Inc.

Name of Corporation
1020 Albany Place SE
Orange City, IA 51041

(Address)



By:
Duly Authorized Official
Dave Van Gorp
Assistant Secretary

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
13162 OC

PAGE 1 of 3	ORDER DATE 01/09/12
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 500964	
VENDOR ADDRESS: VOGEL PAINT & WAX CO INC 1020 ALBANY PLACE SE PO BOX 80 ORANGE CITY IOWA 51041-0080	

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

JANUARY 09, 2012 THROUGH DECEMBER 31, 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 3863 OF

Contract to supply and deliver Traffic Paint as per the attached specifications, terms and conditions for a period beginning January 9, 2012 through December 31, 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.

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/achenro.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 US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States

Robert Thompson
BUYER
[Signature]
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
13162 OC**

PAGE 2 of 3	ORDER DATE 01/09/12
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 500964	

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.

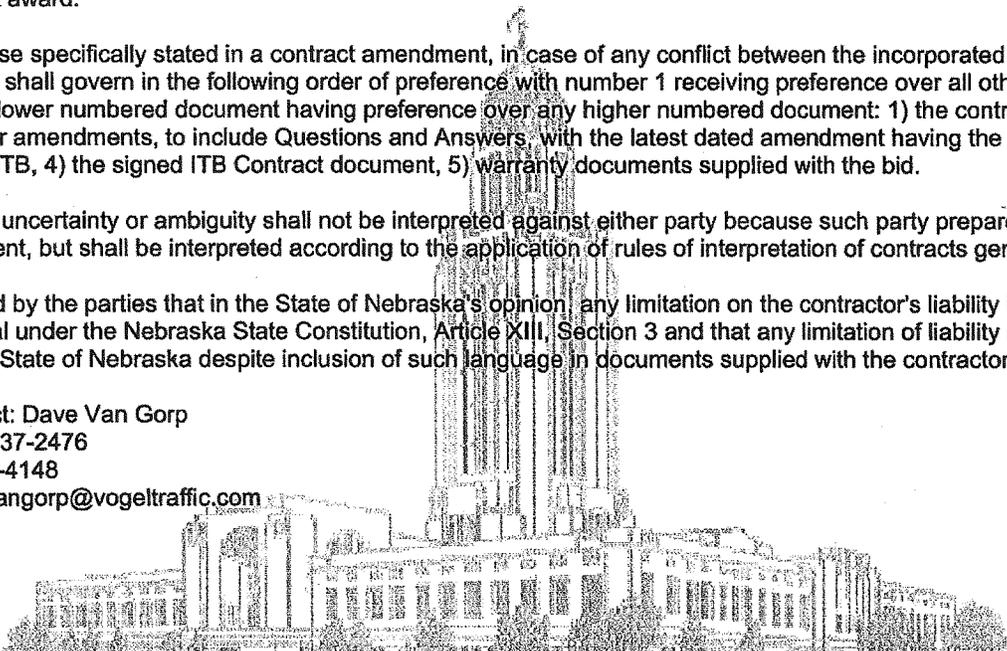
Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference 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: Dave Van Gorp
Phone: 712-737-2476
Fax: 712-737-4148
E-Mail: dave.vangorp@vogeltraffic.com

(01/09/12 jh)



Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	ACRYLIC RESIN WATERBORNE TRAFFIC PAINT WHITE LEAD FREE	282,000.0000	GL	8.9200
2	ACRYLIC RESIN WATERBORNE TRAFFIC PAINT YELLOW Lead Free	131,000.0000	GL	9.1600
3	FAST DRY ACRYLIC COPOLYMER TRAFFIC PAINT WHITE LEAD FREE	17,500.0000	GL	11.4900
4	FAST DRY ACRYLIC COPOLYMER TRAFFIC PAINT YELLOW Lead Free	16,500.0000	GL	11.9800


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
Department of Roads
3863 OF**

BIDDING PROPOSAL FOR

**Fast-Dry
VOC Compliant Acrylic Copolymer
Lead Free Traffic Paint**

For the Year 2012

August 2011

State of Nebraska
Department of Roads

Notice to Bidders Furnishing
White and Yellow Fast-Dry
VOC Compliant Acrylic Copolymer Lead Free Traffic Paint

August 2011

1. Proprietary information: Data contained in the bid responses and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening of same. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid documents. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Bidders may not mark their entire submission as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.
2. The State of Nebraska reserves the right to waive technicalities and reject any or all bids. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. Contract supplier or suppliers may 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.
3. Non-compliance Statement: Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to the invitation to bid. 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 this invitation to bid 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 on or before December 9, 2011. Response(s) will be posted on the following site <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> in the form of an addendum to the ITB
4. The contract may be terminated at any time upon mutual consent of the parties, or by either party with or without cause, upon 30 days written notice to the other party.

5. A bidder may submit a bid on one, or more than one, color of traffic paint. Only one bid may be made for each color and type.
6. All shipments of traffic paint shall be made F.O.B. to all Dept of Roads locations and in accordance with the proposal.
7. Deliveries of traffic paint may be combined whenever possible, but the Department of Roads reserves the right to order in quantities to satisfy needs.
8. The detailed requirements specified herein include all testing tolerances provided by the test methods.
9. Each bidder is required to completely fill out the attached sheet entitled "Detailed Analysis of Traffic Paint" for each sample bid before consideration can be given to the bidder's proposal. The State of Nebraska, Department of Roads, shall keep such information strictly confidential.
10. The bidder shall state if any raw material or delivery problems are anticipated. Delivery of all paint shall be made as specified in the quantity and order (see attached sheet) to destinations and dates of delivery as shown.
11. The low bidder on each color of traffic paint will be determined by the price of the paint. Only bids based on samples having acceptable certificates of analysis will be considered in making the award.
12. The State of Nebraska reserves the right to inspect all paint as delivered or to inspect the paint at the factory. If the State elects to inspect the paint at the factory, the State's inspector or authorized representative shall have free access to the plant for inspection and sampling of paint materials and the finished paint. Every facility shall be extended to him or her for these purposes.
13. The successful bidder shall advise the State at least five days in advance of the intended date and place of manufacture so that the State may arrange for factory inspection if it so desires. When a State inspector is present, the manufacturer shall arrange for the manufacture of the paint with no interruption.
14. The successful bidder shall guarantee that the paint furnished meets the requirements of this proposal and will not solidify in the paint heater and paint lines when heated to approximately 120 degrees F. In the event any part of the order fails to conform, the supplier shall rectify the nonconformance to the State's satisfaction, and shall reimburse the State for any expenses the State incurs which are attributable to the nonconformance. Rejected shipments shall be replaced by the supplier within two weeks after notification of the rejection.
15. Time for delivery of the traffic paint shall be considered as the essence of the contract. In the event of untimely delivery, the State of Nebraska shall be authorized by the bidder to purchase supplies similar to those in default of delivery in the most accessible market. The bidder will be responsible for any and all added costs incurred by reason of such.
16. The State of Nebraska reserves the right to award a contract based on the lowest combined bids of all the traffic paints included in the total proposal.
17. In the event an additional quantity of paint is required, subsequent to the initial order and during the contract period, the successful bidder shall agree to supply the additional paint at the same price specified in the purchase order issued to cover the initial purchase.

18. The vendor shall supply and deliver Fast-Dry VOC Compliant Acrylic Copolymer Traffic Paint F.O.B. Destination as required by the State of Nebraska as per the attached specifications, terms and conditions for a one (1) year period beginning approximately January 1, 2012 and extending through December 31, 2012, with the option to renew for four (4) additional one (1) year periods when agreeable with the vendor and the State of Nebraska. The contract may be extended if agreeable to both parties.
19. Prices will remain firm for the first 180 days of the contract period.
20. Quantities shown are **estimated 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.**
21. If adjustments are necessary at the end of this period, the vendor shall give thirty (30) days WRITTEN notice to State Purchasing. The letter will include documentation to support the price increase. In the event that new price proposals are not acceptable, the contract may be canceled.
22. 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 upon the effective date of reduction.
23. The vendor, in accepting an award, agrees to furnish the State Purchasing Bureau 30 days prior to the expiration of this contract, or at anytime with five (5) days written notice, the volume purchased by the state for each location awarded as well as any political sub-division locations.

**State of Nebraska
Department of Roads**

**Specification Requirements for
Fast-Dry VOC Compliant Acrylic Copolymer Lead Free Traffic Paint**

August 2011

Scope

This product specification describes a fast-drying VOC compliant acrylic copolymer lead and chromium free traffic paint for application to bituminous and portland cement concrete pavement surfaces.

Please indicate if meets specification (If other, please explain on comment line.):

1. General Requirements

YES NO OTHER

_____ _____ _____ Traffic paints shall be furnished in two colors (white and yellow).

_____ _____ _____ The traffic paint shall be homogeneous, readily mixed, well ground, and shall not settle or cake in the container, and shall break up with a paddle to a smooth, uniform consistency. It shall be free from water, dirt, and other foreign materials and shall dry within the specified period to a good tough, serviceable finish.

_____ _____ _____ The traffic paint shall bind glass beads in such a manner as to produce maximum adhesion, reflection, and refraction.

Comments: _____

2. Materials -The materials used by the manufacturer shall conform to the following specifications:

A. Pigment Constituents

YES NO OTHER

_____ _____ _____ Titanium Dioxide - This material shall comply with the latest revision of the Specification for Titanium Dioxide Pigments, ASTM D 476, Type II, Rutile.

_____ _____ _____ Organic Yellow - C.I. Pigment Yellow #75, Yellow #83* or yellow #200

_____ _____ _____ Calcium Carbonate - This material shall comply with the latest revision of the Specification for Calcium Carbonate Pigments, ASTM D 1199, Type GC, Grade I, with a minimum of 94% total calcium and magnesium reported as carbonates.

Pigment Constituents (continued)

YES NO OTHER

_____ Magnesium Silicate - This material shall comply with the latest revision of the Specification for Magnesium Silicate Pigments, ASTM D 605.

_____ Silica - A high quality, high purity natural silica, inherently bright, white, low in moisture, inert, and at least 99.5% SiO₂, 30 to 40 micron in size.

_____ Composition of pigments, (percent by weight of pigment).

	White	Yellow
Titanium Dioxide	12 min.	5 min.
Organic Yellow	None	6.5 min.
Calcium Carbonate	61 max.	63 max.
Magnesium Silicate	7.6 Typical	7.9 Typical
Silica	15.2 Typical	15.8 Typical

Comments: _____

* As required to produce a yellow traffic paint meeting the color requirements and other requirements of the finished product for yellow, as specified elsewhere in this specification.

B. Vehicle Constituents

YES NO OTHER

_____ _____ _____ Acrylic Copolymer Resin - May be any one of the two listed or any combination of the two to achieve the desired properties.

_____ _____ _____ A. This material shall be an acrylic copolymer composed of MMA/NBMA [Poly(methyl methacrylate/n-butyl methacrylate/methacrylic acid)] copolymer binder resin with the following characteristics:

Appearance		white, nondusting beads
Nonvolatiles		minimum 98.5%
Acid Value		3.0 mg KOH/g, maximum
Properties of Solution (Conc: 40% in Toluene)	Transparency	Clear
	Color (Gardner)	2 maximum
	Viscosity	cps
		Gardner
Typical Properties	Molecular Weight	60,000 Mw
	Tg	50°C

_____ _____ _____ B. This material shall be an acrylic copolymer composed of [Poly (n-butyl methacrylate/diethyl aminoethyl methacrylate)] copolymer binder resin with the following characteristics:

Appearance		white, nondusting beads
Nonvolatiles		minimum 99%
Specific Gravity, 25°C		1.0
Acid Number		0.7 - 1.7
Properties of Solution (Conc: 20% in Toluene)	Transparency	Clear
	Color (Gardner)	2 maximum
	Viscosity	cps
		Gardner
Typical Properties	Molecular Weight	60,000 Mw
	Tg	50°C

Comments: _____

Vehicle Constituents (continued)

YES NO OTHER

_____ _____ _____ Soya lecithin - This material shall be of suitable quality for use in the manufacturing of paint.

_____ _____ _____ Acetone - This material shall comply with the latest revision of the Specification for Acetone ASTM D 329.

_____ _____ _____ Xylene - This material shall be suitable for use in traffic paint..

_____ _____ _____ Diocyl Phthalate - Or other suitable plasticizer giving similar results.

_____ _____ _____ Chlorinated Paraffin - This material shall be suitable for use in traffic paint.

_____ _____ _____ Aromatic 150 - This material shall comply with the latest revision of the Specification for High-flash Aromatic Napthas ASTM D 3734, Type II.

_____ _____ _____ Anti-Skinning Agent - Anti-skinning agent shall be suitable for use in traffic paint.

_____ _____ _____ Anti-Settling Agent - Anti-settling agent shall be suitable for use in traffic paint.

Comments: _____

C. Rheological Additive

YES NO OTHER

_____ _____ _____ This material shall be one of the following self-activating organic clays:

Benton SD 2
Claytone APA or Claytone HY
Tixogel MP 250

NL Chemicals, Incorporated
Southern Clay Products
United Catalyst, Incorporated

Comments: _____

D. Standard Formulation

YES NO OTHER

____ _

The following Standard Formulation shall be the basis for the traffic paint. No variations will be permitted except for replacement of volatiles lost in manufacturing, or those approved by the State of Nebraska, Materials and Research Division. Amounts shown are in pounds of material.

Formulation

Compound	White Typical	Yellow Typical
Organic Yellow	--	41
Titanium Dioxide	100	35
Calcium Carbonate	400	400
Magnesium Silicate	50	50
Silica	100	100
Aromatic 150	30	30
Diocyl Phthalate	12	12
Xylene	30	30
Acetone	270	270
Soya Lecithin	10	10
Chlorinated Paraffin	20	20
Anti Skin Agent	3	3
Acrylic Copolymer	170	170
Anti Settle Agent	6	6
Total, lbs.	1201	1177

E. Mixed Paint

YES NO OTHER

____ _

The mixed traffic paint shall contain the required percentages of pigments upon analysis. Pigments and vehicles extracted from the paints will be subjected to testing by the Department's Materials and Research Division to insure that the components comply with the specification requirements listed herein. If any variations in materials are allowed from the Standard Formulation, the finished paint shall be equal to or exceed all test results achieved on a standard paint of the Standard Formulation. Testing shall be conducted by appropriate methods, including wet chemical and instrumental analysis.

Mixed Paint (continued)

YES NO OTHER

_____ _____ _____ The mixed traffic paints shall have the following physical requirements:

Physical Properties

Property	White	Yellow Lead, Chromium Free
Consistency, KU at 77°F	80-95	80-95
Weight per Gallon, lbs.	11.9 min.	11.6 min.
Reflectance	80 min.	50 min.
Contrast Ratio, 15 mils wet	0.96 min.	0.96 min.
Dry to No Pickup (ASTM D 711), minutes	8 max.	8 max.
Total Solids, % by weight	71 min.	70 min.
Pigment, % by weight	53-59	50-55
Non-Volatile Vehicle, % by weight of vehicle	37 min.	37 min.
Hegman Grind	2 min.	2 min.

The finished paint shall contain no lead or chromium and shall have a volatile organic content of less than 150 grams per liter of total non-volatile paint material.

Comments: _____

3. Detailed Requirements

YES NO OTHER

_____ _____ _____ Condition in Container – The paints shall be finely ground; shall not show excessive settling; shall show no gelling, curdling, livering, caking, lumps, skins, or color separation and shall be easily dispersed with a hand paddle to a smooth, homogeneous state. After storage for periods up to six months from the date of packaging, the pigment shall be readily dispersed and the consistency of the binder shall not have changed more than 5 KU (Krebs Units) from that of the freshly delivered binder.

_____ _____ _____ Grind – The paint shall have a grind of not less than 2 on a Hegman Grind Gauge.

_____ _____ _____ Color - For white traffic paint, the color after drying shall be a flat white, free from tint, furnishing good opacity and visibility under both daylight and artificial light. For yellow, the color shall closely match Color 33538 of Federal Standard 595b and $\pm 6\%$ from the PR #1 chart central color when read over the black portion of a Leneta black and white paper chart. Measurements shall be performed using a color spectrophotometer with a 45°/0° circumferential viewing geometry, illuminate "C", and an observer of 2°.

_____ _____ _____ Reflectance - The daylight directional reflectance (Y) of the white traffic paint shall not be less than 80. The daylight directional reflectance (Y) for the yellow traffic paint shall not be less than 50. The paint shall be applied to a Leneta black and white paper chart at a wet film thickness of 15 mils. After drying for 24 hours, the reflectance of the traffic paint shall be measured over the black portion of the chart using a HunterLab color spectrometer or equal. (ASTM E 1347).

_____ _____ _____ Contrast Ratio - The minimum contrast ratio for both white and yellow traffic paint shall be 0.96. The paint shall be applied on a Leneta black and white paper chart at a wet film thickness of 15 mils and dried for at least 24 hours. Using a color spectrometer, the Reflectance (Y) values of the paint shall be obtained using a 45° viewing angle, a 2° observation angle, and illuminate "C". Contrast Ratio is the ratio of the reflectance on a black square to that of an identical film on a white square.

_____ _____ _____ Consistency – The white and yellow traffic paint shall have a consistency of not less than 80 or more than 95 Krebs Units at 77°F. A Brookfield viscometer or equal with a paddle-type rotor shall be used in accordance with ASTM D 562 for the measurement of consistency.

_____ _____ _____ Drying Time, No-Pick-Up – The white and yellow shall be dry to no-pick-up in not more than 8 minutes. This laboratory drying time shall be determined in accordance with ASTM D 711 with both paints applied at a temperature of 77°F. The no-pick-up drying time of the paints in the field shall comply with the laboratory no-pick-up drying time requirements.

Detailed Requirements (continued)

YES NO OTHER

_____ _____ _____ **Drying Time, No Tracking** - No tracking shall be the time in minutes required for the line to withstand the running of a standard automobile over the line at a speed of approximately 40 mph, simulating a passing procedure without tracking of the reflectorized line when viewed from a distance of 50 feet.

The paint shall dry to no tracking conditions, under traffic, in three minutes maximum. When applied at a temperature of 50°F to 120°F at a wet film thickness of 15 mils with six pounds of glass beads per gallon of paint, this maximum tracking time shall not be exceeded when the pavement surface temperature varies from 50°F to 120°F at a relative humidity of 80% or less.

_____ _____ _____ **Spraying Properties** - The traffic paints (as received) shall have satisfactory spraying properties.

_____ _____ _____ **Appearance of Dry Film** - The sprayed paints shall dry to a smooth, uniform finish free from roughness, grit, unevenness, and other surface imperfections. There shall be no bleeding, streaking, separation, blistering, wrinkling, or cracking.

Comments: _____

4. Pregualification of Traffic Paint

AGREE DISAGREE

_____ _____ At the time of bid, each vendor shall submit a one-quart preliminary sample of the traffic paint that they propose to furnish to the Department's Chemical Testing Laboratory. Each sample shall be accompanied by a copy of the certified test results for each test stipulated in this specification, along with a copy of the materials' latest Material Safety Data Sheet. Each bidder shall completely fill out the enclosed "Detailed Analysis" form for each traffic paint submitted, listing the trade names and manufacturers and/or suppliers of the ingredient materials proposed for use.

_____ _____ No award of bids will be made until the paint has met all the requirements specified herein when subjected to testing in the Nebraska Department of Roads' Chemical Testing Laboratory.

_____ _____ Raw materials and/or finished products which fail to meet any requirement of these specifications shall be subject to rejection.

Comments: _____

5. Sampling and Testing

AGREE DISAGREE

_____ _____ Prior to shipment, successful bidders shall provide a one-pint sample representative of each batch/lot of paint to be supplied for testing and evaluation purposes. The manufacturer shall arrange for overnight delivery of the sample, at no charge to the State of Nebraska. Samples are to be submitted to the Chemical Tests Manager, Nebraska Department of Roads, Materials and Research Division, 1400 Hwy. 2, Lincoln, NE 68502. Each sample shall be identified by the manufacturer's code number, type of paint, batch/lot number, and total gallons of paint represented.

_____ _____ Except as specified in this proposal, the traffic paint shall be sampled and tested in accordance with the appropriate method in Federal Test Method Standard No. 141 D. If no method exists in the Federal Test Method, the appropriate ASTM Method shall be used.

_____ _____ Final acceptance of the material will be determined by tests performed by the Department's Chemical Laboratory. The required testing will take approximately 10 business days to accomplish. Any material delivered to the State of Nebraska, Department of Roads that fails to meet the requirements stipulated by this specification shall be rejected and disposed of by the vendor. The traffic paint shall be immediately replaced with acceptable material entirely at the manufacturer's expense, including handling and transportation charges.

Comments: _____

6. Documentation

AGREE DISAGREE

_____ _____ Each one-pint sample of every batch/lot of traffic paint submitted to the Nebraska Department of Roads for quality control testing shall be accompanied by a copy of certified test results for all tests stipulated in this specification.

Comments: _____

7. Packaging

AGREE DISAGREE

_____ _____ All finished paint shall be furnished in cubicle shaped 250-gallon bulk totes. 250 gallon totes are specified the traffic paint shipments shall be delivered to the districts in either plastic or stainless steel totes. Whether plastic or stainless steel totes are used during shipment will be left to the digression of the district.

_____ _____ Each tote shall have a maximum capacity of 255 gallons, but for the purpose of this contract shall be filled with 250 gallons of traffic paint. Before filling with paint, each tote shall be thoroughly dry and clean. Each tote shall be fabricated to be lifted with either a crane or a forklift when full. Each tote shall be capable of being stacked at least three high. Top openings (manhole and fill cap) shall be of sufficient size for use intended. The bottom outlet shall be fabricated to permit a non-restrictive full flow of paint. The tank outlet must be furnished with compatible couplers. All totes are to remain the property of the traffic paint supplier.

_____ _____ Each shipping container must comply with the Code of Federal Regulations, Title 49 and all other applicable Federal and State Regulations governing their use.

_____ _____ Each size container shall be plainly marked with the type of traffic paint, color, date of manufacture, lot/batch number, gallonage, net weight, and tare weight.

8. Delivery

A representative of the Nebraska Department of Roads will contact the vendor at least one week in advance of delivery and advise them of the required quantity and destination of the traffic paint needed.

**Detailed Analysis of Fast-Dry
VOC Compliant Acrylic Copolymer Lead Free Traffic Paint**

White
Yellow

(To Be Filled Out By Paint Manufacturer)

(Check One)

Manufacturer _____
 Manufacturer's Address _____
 Manufacturer's Code Number _____

Paint Composition:

Pigment, percent by weight
 Vehicle, percent by weight.....
 Weight, pounds per gallon at 77°F
 Total Solids, percent by weight.....
 Volatile, percent by weight.....
 Non-Volatile Vehicle, percent by weight of vehicle.....
 Volatile Organic Content (VOC), grams/Liter

Pigment Composition:

_____	percent of pigment by weight	_____
_____	percent of pigment by weight	_____
_____	percent of pigment by weight	_____
_____	percent of pigment by weight	_____
_____	percent of pigment by weight	_____
_____	percent of pigment by weight	_____

Vehicle Composition:

Resins (*Specify Type*)

_____	percent of vehicle by weight	_____
_____	percent of vehicle by weight	_____
_____	percent of vehicle by weight	_____

Drying Oils (*List each by name.*)

_____	percent of vehicle by weight	_____
_____	percent of vehicle by weight	_____

Solvents and Thinners (*Show exact type—~~not general classification~~*)

_____	percent of vehicle by weight	_____
_____	percent of vehicle by weight	_____
_____	percent of vehicle by weight	_____
_____	percent of vehicle by weight	_____

Driers, Plasticizers, Anti-skinning Agent and Other Components (*List each by name.*)

_____	percent of vehicle by weight	_____
_____	percent of vehicle by weight	_____
_____	percent of vehicle by weight	_____
_____	percent of vehicle by weight	_____

Drying time on concrete pavement when atmospheric temperature is between 70 and 80°F, and the relative humidity is between 40 and 60 percent.

Free from pickup under traffic, minutes
 Dry and free from tackiness, minutes
 Consistency in Krebs Units, 77°F.....
 Recommended Maximum Paint Temperature for Application, °F.....

**State of Nebraska
Department of Roads**

**Bidder's Proposal For Fast-Dry Acrylic Copolymer
Lead Free White and Yellow Traffic Paint**

Date: _____

Prices are to be F.O.B. to all Dept of Roads locations exclusive of Federal Excise Tax and State Sales Tax. Tax exemption numbers will be furnished on all orders.

Bid prices shall be those in effect as of date shown below and will remain in effect for the contract period.

We agree to furnish to the State of Nebraska traffic paint binders at the prices set forth in the schedule below in accordance with the terms and specifications attached hereto.

PRICE PER GALLON

	White	Yellow
	70 totes	65 totes
Total GL	17,500 gal	16,250 gal

Code No. _____

**BID PRICES PER GALLON ARE TO BE ENTERED ON THE STATE OF NEBRASKA INVITATION
TO BID CONTRACT FORM.**

We agree that products supplied to the State by us, which when tested by the State fail to comply with our specifications and representations contained in this proposal, may be returned to us at our expense without any obligation to the State. We further agree that for any product which fails to comply with the specifications and representations contained in this proposal, a charge of twenty-five dollars (\$25.00) for each analysis may be made against us, such charge to be deducted from the monies due or to become due to us on our contract.

We agree to enter into contract, if given an award under this proposal, within five (5) days from date of notice of such award.

MA11-SW W

**State of Nebraska
Department of Roads
3863 OF**

BIDDING PROPOSAL FOR

**Acrylic Resin Waterborne
Lead Free Traffic Paint**

For the Year 2012

August 2011

**State of Nebraska
Department of Roads
Notice to Bidders Furnishing
White and Yellow Acrylic Resin Waterborne
Lead Free Traffic Paint**

August 2011

1. **Proprietary information:** Data contained in the bid responses and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening of same. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid documents. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Bidders may not mark their entire submission as proprietary. Bidder's cost proposals may not be considered as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.
2. The State of Nebraska reserves the right to waive technicalities and reject any or all bids. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. Contract supplier or suppliers may 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.
3. **Non-compliance Statement:** Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to the invitation to bid. 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 this invitation to bid 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 on or before December 9, 2011. Response(s) will be posted on the following site <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> in the form of an addendum to the ITB
4. The contract may be terminated at any time upon mutual consent of the parties, or by either party with or without cause, upon 30 days written notice to the other party
5. A bidder may submit a bid on one, or more than one, color of traffic paint. Only one bid may be made for each color and type.

6. All shipments of traffic paint shall be made F.O.B. to All Dept of Roads locations and in accordance with the proposal.
7. Deliveries of traffic paint may be combined whenever possible, but the Department of Roads reserves the right to order in quantities to satisfy needs.
8. The detailed requirements specified herein include all testing tolerances provided by the test methods.
9. Each bidder is required to completely fill out the attached sheet entitled "Detailed Analysis of Traffic Paint" for each sample bid before consideration can be given to the bidder's proposal. The State of Nebraska, Department of Roads, shall keep such information strictly confidential.
10. The bidder shall state if any raw material or delivery problems are anticipated. Delivery of all paint shall be made as specified in the quantity and order (see attached sheet) to destinations and dates of delivery as shown.
11. The low bidder on each color of traffic paint will be determined by the price of the paint. Only bids based on samples having acceptable certificates of analysis will be considered in making the award.
12. The State of Nebraska reserves the right to inspect all paint as delivered or to inspect the paint at the factory. If the State elects to inspect the paint at the factory, the State's inspector or authorized representative shall have free access to the plant for inspection and sampling of paint materials and the finished paint. Every facility shall be extended to him/her for these purposes.
13. The successful bidder shall advise the State at least five days in advance of the intended date and place of manufacture so that the State may arrange for factory inspection if it so desires. When a State inspector is present, the manufacturer shall arrange for the manufacture of the paint with no interruption.
14. The successful bidder shall guarantee that the paint furnished meets the requirements of this proposal and will not solidify in the paint heater and paint lines when heated to approximately 120 degrees F. In the event any part of the order fails to conform, the supplier shall rectify the nonconformance to the State's satisfaction, and shall reimburse the State for any expenses the State incurs which are attributable to the nonconformance. Rejected shipments shall be replaced by the supplier within two weeks after notification of the rejection.
15. Time for delivery of the traffic paint shall be considered as the essence of the contract. In the event of untimely delivery, the State of Nebraska shall be authorized by the bidder to purchase supplies similar to those in default of delivery in the most accessible market. The bidder will be responsible for any and all added costs incurred by reason of such.

Shipments will be accepted on flatbed trailers only.

16. The State of Nebraska reserves the right to award a contract based on the lowest combined bids of all the traffic paints included in the total proposal.
17. In the event an additional quantity of paint is required, subsequent to the initial order and during the contract period, the successful bidder shall agree to supply the additional paint at the same price specified in the purchase order issued to cover the initial purchase.
18. The vendor shall supply and deliver Acrylic Resin Waterborne Traffic Paint F.O.B. Destination as required by the State of Nebraska as per the attached specifications, terms and conditions for a one (1) year period beginning approximately January 1, 2012 and extending through

December 31, 2012, with the option to renew for four (4) additional one (1) year periods when agreeable with the vendor and the State of Nebraska. The contract may be extended if agreeable to both parties.

19. Prices will remain firm for the first 180 days of the contract period.
20. Quantities shown are **estimated only** and are not construed to mean firm quantities. The State of Nebraska reserves the right to **increase or decrease any quantities shown.**
21. If adjustments are necessary at the end of this period, the vendor shall give thirty (30) days WRITTEN notice to State Purchasing. The letter will include documentation to support the price increase. In the event that new price proposals are not acceptable, the contract may be canceled.
22. 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 upon the effective date of reduction.
23. The vendor, in accepting an award, agrees to furnish the State Purchasing Bureau 30 days prior to the expiration of this contract, or at anytime with five (5) days written notice, the volume purchased by the state for each location awarded as well as any political sub-division locations.

**State of Nebraska
Department of Roads**

**General Requirements for
White and Yellow Acrylic Resin Waterborne
Lead Free Traffic Paint**

August 2011

1. Traffic paint shall be furnished ready-mixed in two colors (white and yellow).
2. The traffic paint shall be suitable for use with Type I, drop-on, dual coated, moisture resistant glass beads.
3. The traffic paint shall bind glass beads in such a manner as to produce maximum adhesion, reflection, and refraction. The paints shall show proper capillary action at the interstices existing between the beads to provide good anchorage and refraction.
4. Reflectorized stripes of the traffic paints on the bituminous or portland cement concrete pavements shall show good durability and good night visibility throughout their useful life.
5. The paint shall not liver, thicken, curdle, gel, or settle excessively, or otherwise show any objectionable properties after periods of storage not to exceed six months. At anytime during such periods, the paint shall be readily remixed to a smooth, uniform consistency throughout.
6. The volatile content of the finished paint shall contain less than 150 grams of volatile organic matter per liter of total non-volatile paint material in accordance with ASTM D 3960. Certification of volatile organic content will be required for each batch of paint.
7. The mixed paint shall be free of lead, mercury, cadmium, hexavalent chromium, and any other toxic heavy metals.

**State of Nebraska
Department of Roads**

**Specification Requirements for
Acrylic Resin Waterborne Lead Free Traffic Paint**

August 2011

Scope

This specification covers white and yellow low VOC fast-dry acrylic waterborne traffic paint for application on bituminous or portland cement concrete pavement. The paint shall be capable of receiving and holding glass beads for producing reflectorized traffic markings.

Please indicate if meets specification (If other, please explain on comment line):

1. Materials

YES NO OTHER

_____ _____ _____ The paint shall contain no lead and/or chromium and shall have limited Volatile Organic Content, as noted herein.

A. Pigment

_____ _____ _____ **Titanium Dioxide** - This material shall comply with the latest revision of the specification for Titanium Dioxide Pigments, ASTM D 476, Type II Rutile.

_____ _____ _____ **Pigment Yellow C.I. #65** - This material will only be allowed from Clariant, Engelhard, Dominion, or Sun Chemical.

_____ _____ _____ **Yellow Iron Oxide** - This material shall comply with the latest revision of ASTM D 768 and will only be allowed from Harcors (YLO-2288D) or OSO Iron Oxide (OS0440).

_____ _____ _____ **Calcium Carbonate** - This material shall comply with the latest revision of the specification for Calcium Carbonate Pigments, ASTM D 1199, Type GC, Grade 1, with a minimum of 94% total calcium and magnesium reported as carbonates and Type PC, Grade 1, with a minimum of 96.5% calcium carbonate.

Comments: _____

B. Vehicle

YES NO OTHER

_____ _____ _____ **Acrylic Emulsion Polymer** - The non-volatile portion of the vehicle shall be a 100% acrylic polymer such as Rohm and Haas Rhoplex Fastrack 3427, DOW DT 250, or an approved equal.

_____ _____ _____ **Methyl Alcohol** - ASTM D 1152 Specific Gravity, 20/20°C, 0.7920 to 0.7930.

_____ _____ _____ **Propylene Glycol** - ASTM D 5164

_____ _____ _____ **Water** - Potable.

Comments: _____

C. Miscellaneous Materials

YES NO OTHER

_____ _____ _____ The type and/or composition of the following materials shall be left to the discretion of the manufacturer as long as the finished product meets the traffic paint requirements as specified herein:

Dispersant	Rheology Modifier
Surfactant	Coalescent
Defoamer	Preservative

AGREE DISAGREE

_____ _____ Each bidder is required to specify the type of the above material that they furnish on the attached sheet entitled "Detailed Analysis of Traffic Paint" for each sample bid.

Comments: _____

D. Standard Formulation

YES NO OTHER

_____ _____ _____ The following Standard Formulas shall be the basis for the paint. No variations will be permitted except for the replacement of volatiles lost in processing or those approved by the Nebraska Department of Roads Chemical Laboratory. Amounts are shown in pounds of material.

	White	Yellow
C. I. Pigment Yellow 65	---	50
Titanium Dioxide, Rutile Type II	100	40
Yellow Iron Oxide	---	2
Calcium Carbonate, Type PC	150	125
Calcium Carbonate, Type GC	430	450
Rheology Modifier	0.5*	0.3*
Acrylic Emulsion, 50% Solids	541	535
Coalescent	24	23
Defoamer	5	6
Dispersant	8	10
Surfactant	2	2
Methyl Alcohol	15	15
Propylene Glycol	15	14
Preservative	1.5	1.5
Water	10	15
Total Pounds	1302	1288.8

* Rheology Modifier amount may be varied by up to 0.1 pound to adjust viscosity to desired range.

Comments: _____

E. Pigment Composition

YES NO OTHER

_____ _____ _____ Analysis of the extracted pigment:

	Percent by Weight of Pigment	
	White	Yellow
Organic Yellow 65	---	Min. 7.5*
Titanium Dioxide	Min. 13.4	Min. 6
Calcium Carbonate	Max. 86.0	Max. 89
Yellow Iron Oxide	---	Min. 0.3

Comments: _____

* To be determined by x-ray fluorescence, color spectrophotometry, or any other method the department may choose.

F. Physical Properties

YES NO OTHER

_____ _____ _____ Analysis of the physical properties:

Total Solids, percent by weight	73 min.
Pigment, percent by weight	49 to 54
Vehicle, percent by weight	46 to 51
Non-volatile in Vehicle, percent by weight	44 min.
Weight per Gallon, lbs.,	
White	13.0 ± 0.3
Yellow	12.6 ± 0.3
Consistency, at 77°F, Krebs Units	83 to 98
Fineness of Grind, Hegman Scale	3 min.
pH	9.6 min.
Drying Time, No-Tracking, minutes	3 max.
Drying Time, Dry Through, minutes	130 max.
Drying Time, No-Pick-Up, minutes	10 max.
Reflectance	
White	83 min.
Yellow	50 min.
Contrast Ratio, 15 mils wet	0.96 min.

Comments: _____

2. Detailed Requirements

YES NO OTHER

_____	_____	_____	Condition in Container – The paint shall be finely ground; shall not show excessive settling; shall show no gelling, curdling, livering, caking, lumps, skins, or color separation and shall be easily dispersed with a hand paddle to a smooth, homogeneous state. After storage for periods up to six months from the date of packaging, the pigment shall be readily dispersed and the consistency of the paint shall not have changed more than 5 KU (Krebs Units) from that of the freshly delivered paint.
_____	_____	_____	Fineness of Grind – The traffic paint shall have a grind of not less than 3 on the Hegman Scale when tested in accordance with ASTM D 1210.
_____	_____	_____	Color - For white traffic paint, the color after drying shall be a flat white, free from tint, furnishing good opacity and visibility under both daylight and artificial light. For yellow, the color shall closely match Color 33538 of Federal Standard 595b and shall be $\pm 6\%$ from the PR #1 chart central color when read over the black portion of a Leneta black and white paper chart. Measurements shall be performed using a color spectrophotometer with a 45°/0° circumferential viewing geometry, illuminate "C", and an observer of 2°.
_____	_____	_____	Reflectance - The daylight directional reflectance (Y) of the white traffic paint shall not be less than 83. The daylight directional reflectance (Y) for the yellow traffic paint shall not be less than 50. The paint shall be applied to a Leneta black and white paper chart at a wet film thickness of 15 mils. After drying for 24 hours, the reflectance of the traffic paint shall be measured over the black portion of the chart using a HunterLab color spectrometer or equal. (ASTM E 1347).
_____	_____	_____	Contrast Ratio - The minimum contrast ratio for both white and yellow traffic paint shall be 0.96. The paint shall be applied on a Leneta black and white paper chart at a wet film thickness of 15 mils and dried for at least twenty-four hours. Using a color spectrometer, the Reflectance (Y) values of the paint shall be obtained using a 45° viewing angle, a 2° observation angle, and illuminate "C". Contrast Ratio is the ratio of the reflectance on a black square to that of an identical film on a white square.
_____	_____	_____	Consistency – The waterborne traffic paint shall have a consistency of not less than 83 or more than 98 Krebs Units at 77°F. A Brookfield viscometer or equal with a paddle-type rotor shall be used in accordance with ASTM D 562 for the measurement of consistency.
_____	_____	_____	Drying Time, No-Pick-Up – The waterborne paint shall be dry to no-pick-up in not more than 10 minutes. This laboratory drying time shall be determined in accordance with ASTM D 711. Paints shall be applied at a temperature of 77°F. The no-pick-up drying time of the paints in the field shall comply with the laboratory no-pick-up drying time requirements.

Detailed Requirements: (continued)

YES NO OTHER

_____ _____ _____ **Drying Time, No Tracking** - No tracking shall be the time in minutes required for the line to withstand the running of a standard automobile over the line at a speed of approximately 40 mph, simulating a passing procedure without tracking of the reflectorized line when viewed from a distance of 50 feet.

The paint shall dry to no tracking conditions under traffic in three minutes maximum. When applied at a temperature of 50°F to 120°F at a wet film thickness of 15 mils with six pounds of glass beads per gallon of paint, this maximum tracking time shall not be exceeded when the pavement surface temperature varies from 50°F to 120°F at a relative humidity of 80% or less.

_____ _____ _____ **Drying Time, Dry Through** - The paint shall be applied to a non-absorbent substrate at a wet film thickness of 15 ± 1 mils and placed in a humidity chamber controlled at $90 \pm 5\%$ R.H. and $72.5 \pm 2.5^\circ\text{F}$. The dry through time shall be determined according to ASTM D1640, except that the pressure exerted shall be the minimum needed to maintain contact with the thumb and film.

_____ _____ _____ **Spraying Properties** - The traffic paints (as received) shall have satisfactory spraying properties.

_____ _____ _____ **Appearance of Dry Film** - The sprayed paints shall dry to a smooth, uniform finish free from roughness, grit, unevenness, and other surface imperfections. There shall be no bleeding, streaking, separation, blistering, wrinkling, or cracking.

_____ _____ _____ **Bleeding** - The paint shall have a minimum bleeding ratio of 0.96 when tested in accordance with Federal Specification TT-P-1952E. The asphalt saturated felt shall conform to ASTM D 226 for Type I.

_____ _____ _____ **Flexibility** - The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952E.

_____ _____ _____ **Water Resistance** - The paint shall conform to Federal Specification TT-P-1952E. There shall be no blistering or appreciable loss of adhesion, softening, or other deterioration after examination.

_____ _____ _____ **Dilution Test** - The paint shall be capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned up with water only.

Detailed Requirements: (continued)

YES NO OTHER

_____ _____ _____ **Accelerated Package Stability** – (ASTM D 1849 & TT-P-1952E). Fill a clean 500 mL (1 pint) resin-lined friction-top can with thoroughly mixed sample. Measure the initial consistency. Close the can tightly to prevent evaporation loss. Store this can in an oven at a temperature of 52°C for two weeks. After two weeks, remove the can from the oven and allow it to cool to room temperature. Examine the paint for livering and hard settling. Hand stir the sample for 5 minutes to ensure uniform distribution. The paint shall show no caking, skinning, livering or hard settling. It shall be dispersible by hand stirring for 5 minutes to a smooth, homogeneous state. When compared to the initial consistency, the sample shall show no change greater than 5 Krebs Units after this heated storage period.

Comments: _____

3. Prequalification of Traffic Paint

AGREE DISAGREE

_____ _____ At the time of bid, each vendor shall submit a one-quart preliminary sample of the traffic paint that they propose to furnish to the Department's Chemical Testing Laboratory. Each sample shall be accompanied by a copy of the certified test results for each test stipulated in this specification, along with a copy of the materials' latest Material Safety Data Sheet. Each bidder shall completely fill out the enclosed "Detailed Analysis" form for each traffic paint submitted, listing the trade names and manufacturers and/or suppliers of the ingredient materials proposed for use.

_____ _____ No award of bids will be made until the paint has met all the requirements specified herein when subjected to testing in the Nebraska Department of Roads' Chemical Testing Laboratory.

_____ _____ Raw materials and/or finished products, which fail to meet any requirement of these specifications, shall be subject to rejection.

Comments: _____

4. Sampling and Testing

AGREE

DISAGREE

_____ _____ Prior to shipment, successful bidders shall provide a one-pint sample representative of each batch/lot of paint to be supplied, for testing and evaluation purposes. The manufacturer shall arrange for overnight delivery of the sample, at no charge to the State of Nebraska. Samples are to be submitted to the Chemical Tests Manager, Nebraska Department of Roads, Materials and Research Division, 1400 Hwy. 2, Lincoln, NE 68502. Each sample shall be identified by the manufacturer's code number, type of paint, batch/lot number, and total gallons of paint represented.

_____ _____ Except as specified in this proposal, the traffic paint shall be sampled and tested in accordance with the appropriate method in Federal Test Method Standard No. 141 D. If no method exists in the Federal Test Method, the appropriate ASTM Method shall be used.

_____ _____ Final acceptance of the material will be determined by tests performed by the Department's Chemical Laboratory. The required testing will take approximately 10 business days to accomplish. Any material delivered to the State of Nebraska, Department of Roads that fails to meet the requirements stipulated by this specification shall be rejected and disposed of by the vendor. The traffic paint shall be immediately replaced with acceptable material entirely at the manufacturer's expense, including handling and transportation charges.

Comments: _____

A. Documentation

AGREE

DISAGREE

_____ _____ Each one-pint sample of every batch/lot of traffic paint submitted to the Nebraska Department of Roads for quality control testing shall be accompanied by a copy of the certified test results for all test stipulated in this specification.

Comments: _____

5. Packaging

AGREE DISAGREE

_____ _____ All finished paint shall be furnished in cubicle shaped 250-gallon bulk totes. 250 gallon totes traffic paint shipments shall be delivered to the districts in either plastic or stainless steel totes. Whether plastic or stainless steel totes are used during shipment will be left to the disgression of the district.

_____ _____ Each tote shall have a maximum capacity of 255 gallons, but for the purpose of this contract shall be filled with 250 gallons of traffic paint. Before filling with paint, each tote shall be thoroughly dry and clean. Each tote shall be fabricated to be lifted with either a crane or a forklift when full. Each tote shall be capable of being stacked at least three high. Top openings (manhole and fill cap) shall be of sufficient size for use intended. The bottom outlet shall be fabricated to permit a non-restrictive full flow of paint. The tank outlet must be furnished with compatible couplers. All totes are to remain the property of the traffic paint supplier.

_____ _____ Each shipping container must comply with the Code of Federal Regulations, Title 49 and all other applicable Federal and State Regulations governing their use.

_____ _____ Each size container shall be plainly marked with the type of traffic paint, color, date of manufacture, lot/batch number, gallonage, net weight, and tare weight.

6. Delivery

A representative of the Nebraska Department of Roads will contact the vendor at least one week in advance of delivery and advise them of the required quantity and destination of the traffic paint needed.

**Detailed Analysis of Acrylic Resin Waterborne
Lead Free Traffic Paint**

White
Yellow

(To Be Filled Out By Paint Manufacturer)

(Check One)

Manufacturer _____
 Manufacturer's Address _____
 Manufacturer's Code Number _____

Paint Composition:

Pigment, percent by weight _____
 Vehicle, percent by weight _____
 Weight, pounds per gallon at 77°F _____
 Total Solids, percent by weight _____
 Volatile, percent by weight _____
 Non-Volatile Vehicle, percent by weight of vehicle _____
 Volatile Organic Content (VOC), grams/Liter _____

Pigment Composition:

_____ percent of pigment by weight _____
 _____ percent of pigment by weight _____

Vehicle Composition:

Resins *(Specify Type)*
 _____ percent of vehicle by weight _____
 _____ percent of vehicle by weight _____
 _____ percent of vehicle by weight _____
 Solvents and Thinners *(Show exact type—not general classification)*
 _____ percent of vehicle by weight _____
 Driers, Plasticizers, Anti-skinning Agent and Other Components *(List each by name.)*
 _____ percent of vehicle by weight _____
 _____ percent of vehicle by weight _____
 _____ percent of vehicle by weight _____
 _____ percent of vehicle by weight _____

Drying time on concrete pavement when atmospheric temperature is between 70 and 80°F, and the relative humidity is between 40 and 60 percent.

Free from pickup under traffic, minutes _____
 Dry and free from tackiness, minutes _____
 Consistency in Krebs Units, 77°F _____
 Recommended Maximum Paint Temperature for Application, °F _____

**State of Nebraska
Department of Roads**

**Bidder's Proposal For Acrylic Resin Waterborne
Lead Free White and Yellow Traffic Paint**

Date: _____

Prices are to be F.O.B. to all Dept of Roads locations exclusive of Federal Excise Tax and State Sales Tax. Tax exemption numbers will be furnished on all orders.

Bid prices shall be those in effect as of date shown below and will remain in effect for the contract period.

We agree to furnish to the State of Nebraska traffic paints at the prices set forth in the schedule below in accordance with the terms and specifications attached hereto.

**PRICE PER GALLON
(250 gallon totes)**

	White 1128 Totes	Yellow 524 Totes
Total Gallons	282,000	131,000

Code No. _____

**BID PRICES PER GALLON ARE TO BE ENTERED ON THE STATE OF NEBRASKA INVITATION
TO BID CONTRACT FORM.**

We agree that products supplied to the State by us, which when tested by the State fail to comply with our specifications and representations contained in this proposal, may be returned to us at our expense without any obligation to the State. We further agree that for any product which fails to comply with the specifications and representations contained in this proposal, a charge of twenty-five dollars (\$25.00) for each analysis may be made against us, such charge to be deducted from the monies due or to become due to us on our contract.

We agree to enter into contract, if given an award under this proposal, within five (5) days from date of notice of such award.