

SPECIFICATIONS

Glass Beads

1. OVERVIEW: This Invitation for Bid (IFB) 6100047197 (identified here and in the other documents as the "Contract") is being issued by the Pennsylvania Department of General Services (DGS) and will cover the requirements for Commonwealth of Pennsylvania (Commonwealth) Agencies for Glass Beads; with the Pennsylvania Department of Transportation (PennDOT) being the main user of the contract. In addition, Local Public Procurement Units (COSTARS), as defined by the Commonwealth Procurement Code, may use this contract in accordance with the COSTARS Provision contained within the contract terms and conditions.

2. METHOD OF AWARD: This contract will be awarded to a single supplier, by line item. Each line item represents a specific PennDOT District. DGS reserves the right to award all line items (Districts) to one supplier if it is determined to be in the best interest of the Commonwealth. No contract awards will be made by DGS until after the glass bead samples have been tested and approved by the PennDOT.

3. BIDDING INFORMATION: The following documents are required to be completed and returned/attached with your electronic bid. These are in addition to any other requirements to submit documentation within the bid specifications. Bids may be rejected for failure to complete and return required documents.

- GSPUR-89 Reciprocal of Limitations Act Requirements (State of Mfg.)
- Supplier Contact Information
- Iran Free Procurement Certification Form
- Lobbying Certification Form
- COSTARS Program Election to Participate (If Applicable)
- DGS Certified Small Business Certification (If Applicable)

4. SPECIFICATIONS: Glass Beads shall meet the requirements of the attached Specifications for Glass Beads, dated September 24, 2015 (see attachment, PennDOT Glass Beads Specs.)

Glass Beads provided by awarded supplier must be approved by the Department of Transportation, Materials and Testing Division, 81 Lab Lane, Harrisburg, PA 17110 and listed in the Department of Transportation Bulletin 15, or bid will be rejected. Suppliers may contact Department of Transportation, Materials Testing Division at 717-783-9673, to obtain a Request for Product Evaluation packet for future bidding opportunities.

5. FOB DESTINATION: Bid prices shall be for F.O.B Destination delivery to any ordering location within a given District. Prices will remain the same no matter where the ordering location is within the District. For PennDOT orders, suppliers shall contact the District Engineering office at least 24 hours (one workday) before delivery to arrange for acceptance of order. Name and telephone number of the person to contact will appear on each Field Purchase Order.

6. PRE-AWARD SAMPLES: For each material bid the manufacturer must submit two 50 lb. bags of the Glass Beads, production run, to the Bureau of Project Delivery, Laboratory Testing Section, 81 Lab Lane, DGS Annex Complex Harrisburg, PA 17110. Label this sample as IFB 6100047197, Special Bid Sample, attention Dave Kuniega. The Bureau of Project Delivery must receive the sample by the bid opening date. Testing will be conducted using the traffic line paints used by PennDOT crews during the 2014 season. Material must provide a minimum retroreflectivity of 300 mcd in PennDOT's white waterborne paint. The Glass Beads will be applied to three sample plates at a rate of 7 lbs per gallon on 15 mils of paint (wet thickness). Retroreflectivity readings will be taken of each sample and averaged. If supplier fails to submit samples as requested this could cause for rejection of bid.

7. ESTIMATED QUANTITIES: The estimated quantities that are included as part of this bid (see attached, Glass Bead Yearly Estimates) reflect quantities that PennDOT reasonably expects to order on an annual basis. These quantities are estimated and may be increased or decreased in accordance with actual needs.

8. DELIVERY: Delivery shall be F.O.B. DESTINATION to any location within the Commonwealth. Delivery of orders must be made within thirty (30) calendar days after receipt of order.

9. MINIMUM SHIPMENT & DELIVERY INSTRUCTIONS: Shipments shall be made in quantities of 40,000 pounds, shipped on skids at a quantity of 2,000 pounds each skid, on an open flatbed truck covered by tarpaulins or in a covered truck where the driver will either tailgate the skids or fasten a chain or rope to the skids so skids can be pulled to the tailgate (Suppliers shall provide the chain or rope.) The quantity carried by each skid shall be either a 2,000-pound reusable cardboard box or forty (40), 50-pound moisture resistant bags. See the pallet (skid) description below and the attached Glass Bead specifications for design and packaging requirements:

"Pallet Design System" (PDS) manufactured according to industry standards as outlined in Part 3 of ASME MH1 "Wood Pallets". Required Pallet design elements:

- PALLETS: Deliver Glass Beads on wooden pallets that are properly designed with the 2000-pound uniformly distributed load.
- 42" X 42" maximum dimensions
- Limited use (one-way)
- Must support stacking three high
- 4-Way forklift capable

Virginia Tech's Department of Wood Science and Forest Products, W. H. Sardo, Jr. Pallet Container Research Lab developed the PDS Program. Awarded supplier(s) shall procure the services of the Pallet and Container Research Laboratory and receive the finished analysis specification sheets and pallet schematics, by contacting Pete Hamner of Virginia Tech at 1650 Ramble Road, Blacksburg, VA 24061-0503, Phone (540) 231-7134, fax (540) 231-8868, email: phamner@vt.edu.

10. DROP SHIPMENTS: Drop shipment of Glass Beads may be requested at the direction of PennDOT under the following conditions:

- The destination for one-drop delivery is in an adjacent county.
- A minimum of 10,000 pounds of Glass Beads delivered at one destination.

11. ACCEPTANCE: Glass Beads will be accepted by certification per lot. The certification process will include:

1. Randomly collect three (3), 50lb samples during manufacturing from near the beginning, the middle and near the end of the distribution of a lot. Split, quarter and sample the combined 150lb quantity at 16:1. Test one-half at the plant and forward the test results and the remaining one-half sample to the Materials and Testing Divisions for testing. Or as an alternative, obtain a verification sample from each lot by quartering a minimum of three (3), 50lb moisture-proof bags at 16:1. Test one-half at the plant and forward the test results and the remaining one-half sample to the Materials and Testing Divisions for testing.
2. Furnish a bill of lading for each shipment (one copy retained by manufacturer, and one copy included with shipment). Include quantity represented, company lot number and a statement that the material was tested and meets PennDOT specifications.

3. Each package shall contain the name and address of manufacturer, trademark, specification number, number of pounds, lot number and the month and year of manufacture.

Failure to comply with these procedures and/or the material specification is justification to rescind the acceptance of Glass Beads by certification and possible termination of the contract. Members of the PennDOT and/or DGS Quality Assurance teams may make random visits to the manufacturing plant and maintenance District to ensure specification compliance. During each random visit, a 50-pound sealed bag or a sample from a 2,000-pound box is lifted for testing at the Materials and Testing Division.

12. DELAY: The Commonwealth may delay deliveries for up to thirty (30) days by notifying the supplier in writing. A new delivery date shall be established with a minimum two-week notice. Liquidated damages will not be assessed for the period of the Commonwealth requested delay but may be assessed if the revised delivery date is not met.

13. CONTROL OF MATERIAL: Materials shall be controlled the in accordance to PennDOT Publication 408, section 106, current as to the date of bid of this contract.

14. SUPPLIER POINT OF CONTACT: Each awarded supplier is required to designate a point of contact person who is available to answer questions regarding the supplier's material and ability to deliver product. This person is responsible for monitoring the supplier's supply of Glass Beads and will notify the Commonwealth of any problems meeting in-season delivery schedules before they exceed the shipping deadline. If a problem exists, this person will call the buyer listed for this contract and follow up in writing, stating their inability to meet deliveries. Suppliers shall designate their contact person on the attached Supplier Contact form and return as part of their bid response.

15. SUPPLIES DELIVERY: The following language replaces V.10 CONTRACT-007.01a Supplies Delivery (Nov 30 2006). All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

15. LIQUIDATED DAMAGES: If any item is not delivered within the time limits specified, the delay will interfere with the proper implementation of the Commonwealth's programs utilizing the item to the loss and damage of the Commonwealth. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. The Commonwealth and the awarded supplier, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be \$250.00 per calendar day, and they agree that in the event of any such delay, the awarded supplier shall pay such amount as liquidated damages and not as a penalty. The Commonwealth at its option for amounts due the Commonwealth as liquidated damages may deduct such from any money payable to the awarded supplier or may bill the awarded supplier as a separate item. The Commonwealth shall notify the awarded supplier in writing of any claims for liquidated damages pursuant to this paragraph before the date the Commonwealth deducts such sums from money payable to the awarded supplier.

16. PRICE ADJUSTMENT - NATURAL GAS ONLY: It is recognized by the Commonwealth that during the term of the contract, changes occur relative to the industry and material costs. During the term of the contract, the Commonwealth shall adjust prices based upon the CME Group Natural Gas – Henry Hub Futures Index, 12-month average “strip” price for the most recent settle. The established base index price for this contract is **3.284** (December 2018 Settle Price) as published in the November 2, 2018 report. This information can be found at www.cmegroup.com – CME Group Natural Gas (Henry Hub) Physical Futures Settlements.

The Commonwealth will review prices on an annual basis by comparing the 12-month average CME Group Natural Gas price for the last trading day for the November futures contract during each contract period with the base price listed above. A multiplier will be calculated by dividing the current index price by the base index price. A multiplier greater than 1.0 will result in an increase in prices. A multiplier less than 1.0 will result in a decrease in prices. If the resulting calculated price is less than 5% greater than or less than the current contract price, no price change will be made. The Commonwealth will issue a price adjustment annually when required, effective on the first day of the anniversary date or renewal term.

For the purpose of this contract and the price adjustment calculation described above, natural gas prices are estimated to be 30% of the established contract price. If a change is required, the multiplier outlined above will be applied to 30% of the contract price.

17. ADDITION OF LINE ITEMS: Additional line items that are reasonably construed to be within the scope of this procurement may be added to the contract at the request of the using agency. In the event that DGS determines that the additional line item should be added, DGS will contact all suppliers who have been awarded a contract as a result of this procurement and request pricing of the new item. Award of the new item shall be based upon the lowest price received from the responding suppliers.

18. POST AWARD ADMINISTRATION: The Contractors' performance shall be monitored and evaluated in accordance with the requirements outlined in the contract and the agencies' request for quotes. At a minimum, the contractors' performance shall be evaluated on an annual basis. Contractors may be required to attend contract performance review meetings. These meetings will be for the purpose of providing contractor performance reviews, discussion of issues either party may have concerning the contract or to evaluate the overall progress of the contract. The meetings will be held quarterly, semi-annually or annually at the discretion of the Department of General Services, or upon special request of the Using Agency.

19. CONTRACTING OFFICE: This contract is administered by the Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement. All inquiries should be referred to:

Michelle L. Scott, Commodity Specialist
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