

State of Nebraska - INVITATION TO BID CONTRACT

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

Date	1/21/14	Page	1 of 6
Solicitation Number	4613 OF		
Opening Date and Time	02/05/14	2:00 pm	
Buyer	CHRISTIE KELLY (AS)		

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

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

Contract to supply and deliver Liquid Asphaltic Materials to the State of Nebraska as per the attached specifications from date of award through October 31, 2014. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

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

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

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

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

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

No Bid Respond: () Remove From Class-Item OR () Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____% _____ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign

Enter Contact Information Below

Here _____
 (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

VENDOR# _____

Contact _____

VENDOR: _____

Telephone _____

Address: _____

Facsimile _____

Email _____

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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.

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked " yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a)

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of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

(bl 01/21/14)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.

<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

Bid Tabulations are available on the internet at <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CRS-2P DIST-1	3,514.0000	TN	_____	_____
2	CRS-2P DIST-3	6,521.0000	TN	_____	_____
3	CRS-2P DIST-4	5,448.0000	TN	_____	_____
4	CRS-2P DIST-6	2,993.0000	TN	_____	_____
5	CRS-2P DIST-7	175.0000	TN	_____	_____
6	CRS-2P DIST-8	1,700.0000	TN	_____	_____
7	CRS-2P PLANT PICK UP	25.0000	TN	_____	_____
8	CRS-2 STRAIGHT PLANT PICK UP	35.0000	TN	_____	_____
9	CRS-2VHL DIST-7	933.0000	TN	_____	_____
10	CRS-2VHL PLANT PICK UP	21.0000	TN	_____	_____

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
11	CSS-1H 50/50 DIST-1	684.0000	TN	_____	_____
12	CSS-1H 50/50 DIST-3	100.0000	TN	_____	_____
13	CSS-1H 50/50 DIST-5	25.0000	TN	_____	_____
14	CSS-1H 50/50 DIST-6	580.0000	TN	_____	_____
15	CSS-1H 50/50 DIST-7	400.0000	TN	_____	_____
16	CSS-1H 50/50 DIST-8	250.0000	TN	_____	_____
17	CSS-1H 50/50 PLANT PICK UP	112.0000	TN	_____	_____
18	CSS-1H STRAIGHT DIST-7	75.0000	TN	_____	_____
19	CSS-1H STRAIGHT PLANT PICK UP	25.0000	TN	_____	_____
20	HFE-150 DIST-3	150.0000	TN	_____	_____
21	HFE-150 DIST-5	2,075.0000	TN	_____	_____
22	HFE-150 DIST-7	25.0000	TN	_____	_____
23	HFE-150 DIST-8	20.0000	TN	_____	_____
24	HFE-150 PLANT PICK UP	35.0000	TN	_____	_____
25	HFE-300 DIST-4	1,425.0000	TN	_____	_____
26	HFE-300 DIST-6	1,925.0000	TN	_____	_____
27	HFE-300 DIST-7	800.0000	TN	_____	_____
28	HFE-300 DIST-8	400.0000	TN	_____	_____
29	HFE-300 PLANT PICK UP	25.0000	TN	_____	_____
30	HFE-1000 DIST-4	539.0000	TN	_____	_____
31	HFE-1000 DIST-5	75.0000	TN	_____	_____
32	HFE-1000 DIST-6	100.0000	TN	_____	_____
33	HFE-1000 DIST-8	1,175.0000	TN	_____	_____

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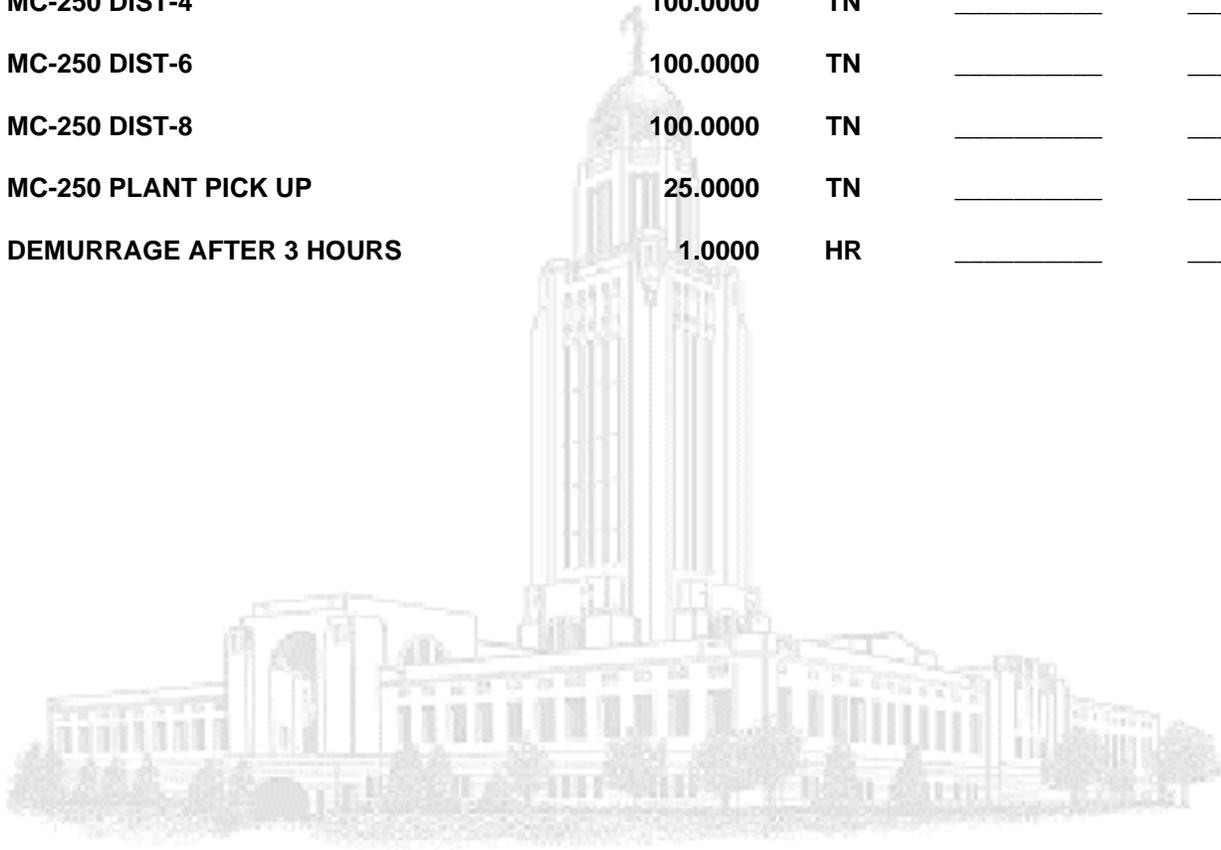
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
34	HFE-1000 PLANT PICK UP	25.0000	TN	_____	_____
35	MC-250 DIST-4	100.0000	TN	_____	_____
36	MC-250 DIST-6	100.0000	TN	_____	_____
37	MC-250 DIST-8	100.0000	TN	_____	_____
38	MC-250 PLANT PICK UP	25.0000	TN	_____	_____
39	DEMURRAGE AFTER 3 HOURS	1.0000	HR	_____	_____



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/>

**STATE OF NEBRASKA
STATE PURCHASING BUREAU**

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1	Release Invitation to Bid	January 21, 2014
2	Last Day to Submit Written Questions	January 28, 2014
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	January 30, 2014
4	Bid Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	February 5, 2014 2:00 p.m. Central Time

WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 4613 OF; Liquid Asphaltic Materials". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Christie Kelly, showing the total number of pages transmitted, and clearly marked "ITB Number 4613 OF; Liquid Asphaltic Materials".

Written answers will be provided through an addendum to be posted on the internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

**Specifications, Terms and Conditions for
Liquid Asphaltic Materials
4613 OF**

SCOPE

It is the intent of this bid invitation to establish a contract to supply Liquid Asphaltic Materials per the attached State of Nebraska Department of Roads specifications from date of award through October 31, 2014. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of proven performance and under standard design. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Liquid Asphaltic Materials whether or not they may be specifically mentioned below.

The material shall conform to the 2007 Nebraska Department of Roads Standard Specifications for Highway Construction and Special Provisions as amended in these bid documents and accessed at the following link: <http://www.dor.state.ne.us/ref-man/specbook-2007.pdf>.

NON-COMPLIANCE STATEMENT

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

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

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

RIGHTS

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

SECRETARY OF STATE

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

AWARD

All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provision 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 bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

AMENDMENT

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

REVISIONS

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

ASSIGNMENT OF CONTRACT

The vendor will not assign, transfer or sub-contract any portion of this contract without the prior written consent of the State of Nebraska.

BREACH OF CONTRACT

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

TERMINATION

The contract may be terminated at any time upon the mutual consent of the parties, or by the State of Nebraska, with or without cause and/or consent upon thirty (30) days written notice.

TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

PRICES

Price quoted shall be unit price and shall be firm for the duration of the contract from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B Destination as specified based on fully loaded tankers and shall not include the Federal Transportation Tax (the State of Nebraska is exempt). Freight charges for less than full truck loads will be allowed only when a partial load is requested by the Department, i.e. the quantity ordered cannot be satisfied by full load deliveries and a partial load is required to complete the order. The charge will be based on the actual cost of freight for the load multiplied by the fraction of full load not delivered. Documentation of freight cost shall be supplied with invoice. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. 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.

QUALITY

Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason and for the duration of the contract with no additional charges for shipping or restocking.

SUBSTITUTIONS

Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

ANNUAL USAGE

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

DELIVERY

Liquid Asphalt Materials shall be delivered by truck transports in quantities such that legal load limits will not be exceeded, approximately 5800 to 6000 gallons, and shall be hauled by truck transport in fully insulated tanks capable of maintaining required temperatures.

The Contractor shall furnish a delivery receipt to receiving personnel with each load showing type and grade of material, net tons of material, the Contractor and Supplier's name, source of material, destination of material, consignee, and purchase order number. In addition to the above information, the receiving personnel shall note on the delivery receipt the specified delivery time, actual arrival time, time unloading started, time unloading was completed; and whether the unloading pump was ordered or used. A copy of the completed delivery receipt will be sent or faxed to the Contractor.

Supplier must supply a Material Safety Data Sheet (MSDS). The MSDS will be provided with the first load at the delivery point.

The Contractor will be required to make delivery to roadway destinations or supply tanks Monday through Friday. The time of delivery will be specified when the order is placed. If the Contractor notifies the Department of Roads of their inability to deliver the order as specified, or if the Contractor fails to deliver the order as specified, the State may procure the material from other sources and hold the Contractor responsible for any excess cost.

In the event that the NDOR Materials and Research Division test results indicate a material consistently fails to meet specifications and referee testing confirms our test results or the Contractor fails to satisfactorily meet the delivery schedules for material, the state may cancel all or any part of the contract and obtain the required material elsewhere.

The Contractor may expect at least eighteen (18) hours notice prior to the specified hour the material is to be delivered, with the understanding that the State of Nebraska may cancel the order, with reasonable notice. The Contractor agrees that the applicable receiving personnel will be notified of any breakdown or other happenings, which will delay delivery.

Truck transport tanks and transfer lines shall be clean and free of residual build-ups, foreign materials, and other forms of contaminants that affect product performance, testing, or application in the field.

Truck transport tanks shall have a sample valve attached that is in accordance with AASHTO Designation T40, section 10, para. 10.1, or other NDOR-approved means for sampling as outlined in the Supplier's Quality Control program.

Expected unloading time is defined as 3 hours. In cases where there are unloading delays beyond 3 hours and demurrage is to be charged, the Contractor shall furnish the Nebraska Department of Roads with signed documents showing purchase order number, arrival and departure times, date and charges for same. The receiving personnel shall sign documents.

LATE OR NON-DELIVERY

Crews and equipment are mobilized to the worksite in advance of the project start time in order to be ready when the road oil arrives. Delays in the arrival of material are costly in terms of lost production. Liquidated damages will be applied and deducted from the invoice at the rate of \$400.00/hour, calculated to the nearest half hour. Deliveries less than 15 minutes late will not be assessed liquidated damages. Failure to deliver product within two (2) hours of scheduled start time will be considered non-delivery and will be assessed \$1200.00 liquidated damages. Repeated failure to deliver product according to schedule will be grounds for immediate cancellation of the contract.

All documents must be filled out completely and plainly show arrival and departure times.

Charges for demurrage must be included on the invoice for the Liquid Asphalt Material. Arrival and departure times shown must be for appropriate time zones.

When the Contractor ships material prior to the completion of their testing, and subsequently learns that the material is out of specification, the DEPARTMENT MUST BE NOTIFIED IMMEDIATELY BY CONTACTING THE MATERIAL AND RESEARCH DIVISION @ (402) 479-4774 or (402) 479-3839 AND the Field Representative's office expecting the delivery.

Any out of specification material which has been incorporated into the work, sections (b), (c) and (d) of the Basis of Payment will apply. The cost of shipping a load of out of specification material, which is returned to the Contractor, will be the responsibility of the Contractor.

Purchase orders will be issued by Nebraska Department of Roads, Operations Division, Procurement Unit, P O Box 94759, Lincoln, Nebraska, 68509-4759.

BASIS OF PAYMENT

Contractors should forward all invoices and supporting paperwork to the Nebraska Department of Roads (NDOR), Operations Division, P.O. Box 94759, Lincoln, NE 68509.

Invoices must show Vendor's F.I.D. number and reference the purchase order number and include the DEMURRAGE Charge for each Purchase Order delivered.

ESTIMATED USAGE

The estimated quantities of each type of Liquid Asphaltic Material for each District by location are shown in attachment A and are for informational purposes only. These are only estimated quantities, and are indicative of the quantities that may be delivered to any location. The State of Nebraska reserves the right to increase or decrease the quantity of asphaltic material actually delivered.

The following attachments are posted to our website with this Invitation to Bid:

Attachment A - Approximate Breakdown of Estimated Usage

Note: Be sure to view all pages within the spreadsheet.

Attachment B - Nebraska Department of Roads District Map

BASIS OF PAYMENT

Liquid Asphalt Materials which comply with specifications and are furnished in accordance with the instructions herein shall be paid for at the contract unit price per ton.

Samples shall pass specifications when tested after being stored at room temperature (~75°F) for periods of up to 14 days after sampling. When test results of on-site asphalt materials are outside of the specified property ranges, the material shall be paid for at the contract unit price multiplied by the Pay Factors in Table 503.01A.

Contractors should forward all invoices and supporting paperwork to the Nebraska Department of Roads (NDOR), Operations Division, P.O. Box 94759, Lincoln, NE 68509.

Invoices must show Vendor's F.I.D. number and reference the purchase order number and include the DEMURRAGE Charge for each Purchase Order delivered.

Table 503.01A

Asphalt Materials – Pay Factors

Test of Residue Percentage pre-diluted CSS/SS-1H and all others

1.00 for a deviation of minus less than or equal to 1.0%
0.85 for deviation of minus greater than 1.0% to less than or equal to 3.0%
0.70 for deviation of minus greater than 3.0% to less than or equal to 5.0%
0.40 or Reject for deviation of minus greater than 5.0%

Test of Residue Percentage post-diluted CSS/SS-1H

1.00 for a deviation of minus less than or equal to 0.5%
0.85 for deviation of minus greater than 0.5% to less than or equal to 1.5%
0.70 for deviation of minus greater than 1.5% to less than or equal to 2.5%
0.40 or Reject for deviation of minus greater than 2.5%

Elastic Recovery

1.00 for a deviation of minus less than or equal to 5.5%
0.75 for deviation of minus greater than 5.5% to less than or equal to 11%
0.40 or Reject for deviation of minus greater than 11%

Softening Point

1.00 for a deviation of minus less than or equal to 3.5°F
0.75 or Reject for deviation of minus greater than 3.5°F

Test of Penetration, CRS-2L and CRS-2VHL

1.00 for test result of 65 – 130 dmm
0.75 for test result of 55 – 64 or 131 – 140 dmm
0.40 or Reject for test result of <55 dmm or >140 dmm

Tests for ALL other Properties Specified* (Unless otherwise noted)

1.00 for a deviation of +/- less than or equal to 10%
0.75 for a deviation of +/- greater than 10% to less than or equal to 25%
0.40 or Reject for deviation of +/- greater than 25%

* When the specification requirement is stated as a percentage, the test result deviation from the specification will be divided by the specification value. The resulting deviation percentage is then applied to the listed criteria.

(Note 1: Material not meeting a Pass/Fail requirement falls under the Pay Factor of 0.40 or Reject)

(Note 2: When more than one specified property exceeds specification tolerances, the single largest Pay Factor Reduction will be the one applied.)

When, on the basis of departmental testing and/or unacceptable workability in the field, it is determined that the asphalt material does not comply with the material or performance specifications of this contract, such material will be accepted or rejected in accordance with paragraphs a, b, c, d, and e below:

- (a) If the out of specification material is found to have a resultant pay factor of less than 1.0, it shall be rejected if not already used.
- (b) If the material is found to be out of specification, and the material has been used and it is determined by the receiving personnel that the resultant material can be used in some manner beneficial to the State, the pay factor for the material shall be determined on NDOR Quality Assurance Testing.
- (c) If 1) the material has been used and is found to be out of specification or 2) material that meets specifications but results in an unacceptable material after mixing or spraying, and it is determined by the receiving personnel that the resultant material cannot be used in a manner beneficial to the state, the supplied material will be rejected, the Contractor will not be paid for the supplied material. The Contractor will be responsible to the Department of Roads for the cost of any state owned material that is determined unusable. This cost will be established by purchase order invoice amounts. The Contractor will be notified in writing within 21 working days of all such costs.
- (d) In addition to the material specifications, any mixing grade emulsion used in blade mixed windrow cold patching material must be formulated from a base asphalt that will result in a material suitable for patching. A "full load" test strip will be mixed and if following mixing it results in an unacceptable patching material the emulsion used will be rejected and paragraph (c) above will apply. (See the paragraph on COLD MIX WINDROWS – MIX DESIGN below.)
- (e) On-site field samples received within 14 days of sampling, that demonstrate residue, water, and/or polymer separation prior to testing, not caused by freezing during transport, that cannot be made homogenous by the applicable AASHTO conditioning test procedure, cannot be tested. The material represented by the sample will be subject to a pay factor of 0.75 or rejection, dependent upon the degree of success of the field application.

The analysis of Liquid Asphalt Material by the Material and Research Division, Nebraska Department of Roads, including NDOR referee testing policies, shall govern the rate of payment.

When an on-site sample from a transport demonstrates test results that incur a reduced pay factor, the process of resolving the degree of sample failure will include the following actions, as applicable:

- The Bituminous Lab will confirm sampling, handling, and custody of the sample.

- If the Contractor wishes to dispute any test results, the Contractor can request referee testing. It is the sole responsibility of the Contractor to request referee testing. The request must be made to the Bituminous Lab within 48 hours of awareness of the test results. If a request is received within the time allotted, the Bituminous Lab will select an independent laboratory which will perform testing on the remainder of the sample. The identity of the independent laboratory will be revealed after referee testing is completed. All available efforts will be made to complete referee testing within 14 days of sampling. The Bituminous Laboratory and the selected referee laboratory reserve the right to exceed the 14 day timeframe due to scheduling, logistics, workloads, etc.
- If the independent lab's tests indicate failing results and pay deductions equal to or greater than the NDOR's, the Contractor will reimburse the NDOR for the cost of testing. If the independent lab's tests indicate that the material meets specification, or is at a pay deduction less than the NDOR's, the NDOR will assume the cost of testing. When the independent lab's tests indicate a pay deduction, the lesser of the NDOR's and the independent lab's deductions will be applied.

The referee test methods of the asphaltic material shall follow AASHTO procedures. Where AASHTO procedures are not applicable, ASTM and other listed applicable test procedures shall be used.

CONDITION OF AWARD

As a condition of award for the contract, the supplier shall agree to furnish on-site personnel within any given 24 hour workday, at no cost to the State, to assist in the resolution of material problems, should they develop.

ORDERS

Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

PAYMENT

Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

USAGE REPORT

The vendor shall provide an annual usage report of this contract by state agencies. Information will include agency name, item, and dollar amount. Information is to be provided to the State Purchasing Bureau at the end of the contract period or upon renewal of the contract.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

**NOTICE TO BIDDERS AND SPECIAL PROVISIONS
FOR LIQUID ASPHALT MATERIALS
4613 OF**

QUALITY CONTROL PROGRAM

Suppliers making shipments of Liquid Asphalt Material to be used in Nebraska Highway Maintenance shall furnish their Quality Control (QC) Program to NDOR, Materials and Research Division, for annual approval, prior to shipping, as a requirement for Supplier Certification. This QC program will include the types and frequency of sampling and testing for all products supplied. The QC program must state that all products supplied were tested in accordance with the QC program, and conform to the State of Nebraska specifications. All terminals and locations covered by the QC program shall be listed. The QC program will include the names of supplier representatives authorized to sign the Certificates of Compliance, as well as the name and telephone number of the person responsible for quality control at the facility. The QC program shall provide an outline of the procedure to be followed for checking transport vehicles before loading to prevent contamination of shipments. The outline shall include a statement that the transport vehicle inspection report, signed by the responsible inspector, shall be maintained in the Supplier's records and will be made available to the Department on request. The QC program will list alternative sampling methods from transports when sample valves as per AASHTO T40, paragraph 10.1 are either not present, or are found to be non-functional.

Supplier shall state specific plans for notification to the Department when non-compliant material is discovered during or after shipment. The supplier shall not knowingly ship material that does not meet contract specifications.

State all other program requirements the Supplier deems necessary for their QC program, including but not limited to, what is required in this document. A recommendation is to follow AASHTO R26, Section 9, where applicable.

SUPPLIER CERTIFICATION

Division 1000 is amended to include the following:

Only Certified Suppliers will be allowed to supply materials outlined in this contract. For questions or information on Supplier Certifications contact Dale Byre at (402) 479-4774.

A Certified Supplier must agree to on-site inspection of their laboratory by the Department at any time. Inspection of calibration of equipment, review of records, and technicians' demonstration of procedures may be required and reviewed during inspection.

To maintain certified status, a Supplier must ensure contractual products are supplied, provide an e-mail with a standardized digital spreadsheet workbook attachment that preferably contains all requested information, but at a minimum contains the following information by 8:30 a.m. CDT every day:

- 1) Purchase Orders intending to be filled that day.
- 2) The Supplier's product batch numbers from which these materials will be furnished.

Incomplete entries are to be fully completed and the digital workbook re-submitted within 24 hours.

The NDOR Bituminous Laboratory will furnish the standardized digital workbook to be used to each successfully bidding certified Supplier.

The above e-mail shall be sent to dor.mrbitlab@nebraska.gov with the subject line "Shipment Workbook."

Send an e-mail to dor.mrbitlab@nebraska.gov when any new batch of emulsion or cutback is produced and ready for shipment for this contract. The NDOR Bituminous Lab will provide a standardized Batch Certificate form to be used for supplying the following information: type of material, the production date, the supplier-designated batch number, and the approximate number of gallons. The Supplier will include the Batch Certificate as an attachment in the e-mail. Also in the e-mail, along with this form, supplier will attach their Statement of Certification for that batch, declaring that the material meets specifications. This shall be provided before any material is shipped from that batch for NDOR contractual purposes. Another attachment to be included will be any or all test results (Certificate of Analysis, C.O.A.) obtained before shipment. If supplier elects to ship the product before all QC (Quality Control) testing is completed, the test result(s) in this e-mail attachment can be marked as "Pending". The Statement of Certification and C.O.A. can be combined to one attached form that accompanies the Batch Certificate, if the Supplier desires. The subject line of this e-mail with all included attachments above in this paragraph shall be "Batch Certification."

Send a 1 quart/liter QC sample of any new batch of emulsion or cutback of which any portion is delivered for NDOR contractual purposes to the M&R Bituminous Lab to arrive within 3 business days of first delivery. Another QC sample will be sent any time an existing batch supplied for contract purposes is altered, changed or modified in any way. A C.O.A. showing test results, specifications, and batch number represented, will accompany each sample.

Obtain a duplicate sample at any time a QC Department sample is taken. [Three Samples: 1) Supplier, 2) Department, 3) Duplicate/Backup]. If desired, a one-gallon sample split divided to these purposes is sufficient. The duplicate/backup (split) may be used for Supplier Quality Control purposes, and/or as a backup for samples lost or damaged during shipping, and/or to be sent to the NDOR Lab, upon request, for additional testing. Duplicates should be stored for an adequate amount of time as to allow Department testing and usage of product represented by the sample.

In cases of In-Line mixing intended for a single transport shipment of emulsion or cutback, a batch will be defined as an initial formulation of the Contract product, and as well any subsequent formulation changes, and not necessarily each individual transport. For each initial formulation, and any subsequent formulation changes, the "Batch Certificate" e-mail and Terminal QC Department batch sample referenced above, still apply. Also, individual transport shipment records will still be required as per the "Shipment Workbook" e-mail referenced above.

The NDOR, for purposes of Quality Assurance, acceptance and pay factor determination, will be basing such on samples tested on transport delivered materials. Material shall be identified by Batches submitted and tested as stated below.

For each batch produced, the Department will attempt to obtain a random field sample. Field samples will represent the transport they are taken from. If a field sample fails any test specification, additional field samples may be taken. Field samples are subject to the "Basis of Payment" section of this contract. At the department's discretion, failing field samples may also cause loss of Supplier Certification.

Random field samples shall be obtained by Department personnel trained and certified to do so. Failing test results from field samples taken by uncertified personnel will not be used in

determining pay factors, nor in determining Supplier Certification status.

Samples that have frozen during transport to the NDOR Bituminous Laboratory will have the testing requirements waived.

If a supplier's submitted batch Quality Control sample fails any parameter of Department testing, additional representative field samples may be taken. The supplier's Quality Control sample itself, does not subject the batch represented to reduced pay factors.

If Supplier de-certification occurs, a notification will be provided in writing. If the Supplier desires re-certification, documentation must be submitted to the Department explaining why decertification occurred, and what actions the Supplier has taken to correct the problems identified. Decisions regarding the future qualification for re-certification of a Supplier shall be at the Department's discretion.

CERTIFICATE OF COMPLIANCE TO ACCOMPANY SHIPMENTS

Suppliers making shipments of Liquid Asphalt Material to be used for purposes of this contract shall furnish a Certificate of Compliance to the Nebraska Department of Roads for each truck loads shipped.

The Certificate of Compliance shall contain the following information:

- A statement by the supplier that the material shipped complies with the requirements of the contract specifications for the type and grade specified.
- Gallon data for truck shipments based on the net weight. The gallons "@60°F" and/or Wt./Gal. "@60°F" will be displayed. Gallon data will be used for reference only.
- Gross, tare and net weight.
- An authorized supplier employee shall sign the Certificate of Compliance.
- One copy of the Certificate of Compliance shall be sent with the shipment to the designated representative of the Nebraska Department of Roads, as shown on the shipping order. A Bill of Lading may serve as a Certificate of Compliance provided it contains all the information requested above.

COLD MIX WINDROWS – MIX DESIGN

When requested by the District Operations and Maintenance Manager or Maintenance Superintendent, the vendor will perform the following experimental mix design to determine the percent asphalt emulsion by dry weight of aggregate to be added to the windrow. Sample(s) of aggregate being proposed for use in the windrow will be supplied by the NDOR well in advance of delivery of the required mixing grade emulsion.

Dry all of the aggregate samples and determine the emulsion that the customer would like to use.

Determine gradations of the aggregate and filler samples.

Determine the aggregate blend to use which shall be a dense graded sample with no greater than 15% passing the #200 sieve.

Prepare 8 samples of the aggregate blend determined in the previous step.

Add water to the aggregate blend samples to approximately 2% water content.

Determine the emulsion contents to use. Typically use 5% to 7% based on the weight of dry aggregate before the water was added, or use a previously used percentage and 1% above and below this percentage.

Mix up 2 samples for the emulsion contents determined in the previous step.

Compact the samples with the Marshall Hammer using 50 blows per side. Extract the samples from the molds immediately.

Dry the samples in an oven at approximately 130 degrees "F" – 140 degrees "F" for approximately 48 hours.

Test the Marshall stability on the samples.

Based on the Marshall stability values and the visual appearance of the samples, determine the target emulsion content.

Every effort to communicate mix design requirements between the supplier and NDOR will be used to help insure that the proper materials and combined aggregate gradations are designed into all Cold Mix Windrow materials.

Mix design test results will be provided by the supplier to the District Operations and Maintenance Manager.

SPRAY APPLIED EMULSIONS FOR FOG SEALS

All spray applied emulsions for use as fog seals (CSS-1H, SS-1H) will be formulated and/or diluted in such a manner as to expect the time to break to be 1 hour or less, at 60 degrees "F" and 40% humidity, following the spray application. The expected (reasonable) time to break will vary with changes in temperature and humidity.

Material upon arrival shall not exhibit signs of excessive foaming to the degree that transfer and/or application of the product is hampered.

When the supplier's material routinely fails to meet these requirements, it may be cause to suspend the use of the supplier's material until such time that the supplier can demonstrate compliance.

No Supplier terminal QC samples of post-diluted emulsions are required. Refer to "Supplier Certification" section of contract for sample requirements of pre-diluted emulsions. For fog seals produced by In-Line single transport mixing, refer to the "Supplier Certification" section of the Contract dedicated to Terminal In-Line mixing.

Specifications, Terms and Conditions for Liquid Asphaltic Materials 4613 OF

BIDDER INSTRUCTIONS

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

YES	NO	NO & PROVIDE ALTERNATIVE	1. Identification of Truck Shipments
			<p>A. Supplier, from which truck shipments originate, shall identify each truck shipment by a number that shall apply only to that shipment. This number shall be shown on each copy of the certificate for the shipment.</p> <p>License numbers of the trucks or truck numbers are not acceptable identification in themselves, since the same truck may make two or more trips during one day.</p> <p>Numbering system may be either a consecutive numbering system used by some suppliers for all truck shipments originating from their plant, regardless of destination, or a system or identification by weight ticket serial numbers.</p> <p>Regardless of the system used, it will be necessary to provide positive identification of each shipment on the applicable Certificate of Compliance or Bill of Lading.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	2. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Let Letter of Good Standing/Certificate of Good Standing is required)
			C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
			D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. Material Specification
			A. Materials shall conform to Division 1000 of the Nebraska Department of Roads Standard Specifications For Highway Construction 2007 Edition and their Special Provisions as amended in this specification for the following materials: CRS-2L, CRS-2P, CRS-2VHL, CSS-1H, CSS-1H 50/50, SS-1H, SS-1H 50/50, CMS-1, CMS-1W, MC-250, HFE-150, HFE-300, HFE-500, HFE-1000, HFMS-2L and HFMS-2P.
NOTES/COMMENTS:			

The Standard Specifications for Highway Construction can be found on the NDOR web site listed as <http://www.dor.state.ne.us/ref-man/specbook-2007.pdf>

Sections 504, 513, 515, 1030, 1031, and 1032 are amended as follows:

YES	NO	NO & PROVIDE ALTERNATIVE	4. Sections 504 and 513 are amended to include the following:
			A. The Supplier at their option may supply either CSS-1H OR SS-1H when either CSS-1H or SS-1H is requested.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. Section 513 is amended to include the following:
			A. The rate of terminal-dilution of CSS-1H/SS-1H emulsified asphalt will be 1 part water to 1 part emulsified asphalt. The percentage residue by distillation of the diluted emulsified asphalt is specified as 28.5% min. The Bill of Lading shall state the dilution rate.
			B. Field samples of diluted CSS-1H/SS-1H shall meet the requirements of Subsections 1031.01 and 1032.01 with the exceptions of Saybolt Furol Viscosity, Storage Stability, and Cement Mixing.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. Section 515 is amended to include the following:
			A. The temperature for all grades of emulsified asphalt used for Armor Coats being unloaded from truck transports shall be at a minimum of 160 degrees "F" upon arrival at the delivery site.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. Emulsified Asphalt (CRS-2P)												
			<p>A. CRS-2P shall meet the specifications of AASHTO M-316 with the following changes:</p> <table border="0"> <tr> <td>Penetration, 25°C (77°F), 100g, 5 sec</td> <td>100-150 dmm</td> </tr> <tr> <td>Ductility, 25°C (77°F), 5 cm/min</td> <td>Min 40cm</td> </tr> <tr> <td>Elastic Recovery (77°F), 5 cm/min</td> <td>Min 55%</td> </tr> <tr> <td>Storage Stability</td> <td>See note "b" of AASHTO M 208</td> </tr> <tr> <td>Sieve Test</td> <td>See note "b" of AASHTO M 208</td> </tr> <tr> <td>Force Ratio Test</td> <td>Not Required</td> </tr> </table> <p>Evaporation residue: Distillation will be used for residue percentage determination and all residue testing. The distillation will be taken to 350± 5°F, and held for 20 minutes and otherwise in accordance with AASHTO T 59.</p>	Penetration, 25°C (77°F), 100g, 5 sec	100-150 dmm	Ductility, 25°C (77°F), 5 cm/min	Min 40cm	Elastic Recovery (77°F), 5 cm/min	Min 55%	Storage Stability	See note "b" of AASHTO M 208	Sieve Test	See note "b" of AASHTO M 208	Force Ratio Test	Not Required
Penetration, 25°C (77°F), 100g, 5 sec	100-150 dmm														
Ductility, 25°C (77°F), 5 cm/min	Min 40cm														
Elastic Recovery (77°F), 5 cm/min	Min 55%														
Storage Stability	See note "b" of AASHTO M 208														
Sieve Test	See note "b" of AASHTO M 208														
Force Ratio Test	Not Required														
			<p>B. Paragraph 3.1 of AASHTO M-316 is void and superseded by the following:</p> <p>3.1 CRS-2P - A cationic emulsion made with base asphalt binder modified with styrene butadiene or styrene-butadiene styrene block copolymers. All base stock asphalt used must be modified before emulsification. CRS-2P shall contain no latex polymer.</p>												
NOTES/COMMENTS:															

YES	NO	NO & PROVIDE ALTERNATIVE	8. Emulsified Asphalt (CRS-2L)												
			<p>A. CRS-2P shall meet the specifications of AASHTO M-316 with the following changes:</p> <table border="0"> <tr> <td>Penetration, 25°C (77°F), 100g, 5 sec</td> <td>100-150 dmm</td> </tr> <tr> <td>Ductility, 25°C (77°F), 5 cm/min</td> <td>Min 40cm</td> </tr> <tr> <td>Elastic Recovery (77°F), 5 cm/min</td> <td>Min 55%</td> </tr> <tr> <td>Storage Stability</td> <td>See note "b" of AASHTO M 208</td> </tr> <tr> <td>Sieve Test</td> <td>See note "b" of AASHTO M 208</td> </tr> <tr> <td>Force Ratio Test</td> <td>Not Required</td> </tr> </table> <p>Evaporation residue: Distillation will be used for residue percentage determination and all residue testing. The distillation will be taken to 350± 5°F, and held for 20 minutes and otherwise in accordance with AASHTO T 59.</p>	Penetration, 25°C (77°F), 100g, 5 sec	100-150 dmm	Ductility, 25°C (77°F), 5 cm/min	Min 40cm	Elastic Recovery (77°F), 5 cm/min	Min 55%	Storage Stability	See note "b" of AASHTO M 208	Sieve Test	See note "b" of AASHTO M 208	Force Ratio Test	Not Required
Penetration, 25°C (77°F), 100g, 5 sec	100-150 dmm														
Ductility, 25°C (77°F), 5 cm/min	Min 40cm														
Elastic Recovery (77°F), 5 cm/min	Min 55%														
Storage Stability	See note "b" of AASHTO M 208														
Sieve Test	See note "b" of AASHTO M 208														
Force Ratio Test	Not Required														

			<p>B. Paragraph 3.2 of AASHTO M-316 is void and superseded by the following:</p> <p>3.2 CRS-2L - A cationic emulsion made with base asphalt binder modified with styrene butadiene rubber latex or polychloroprene latex. All base stock asphalt used must be modified during a co-milling emulsification process exclusively, and through the use of the latex polymers listed above only.</p>
			<p>C. The test of Solubility in trichloroethylene of the residue is waived, but as stated in M-316, the Solubility of the base asphalt binder shall be greater than 99.0 percent.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	9. Emulsified Asphalt (CRS-2VHL)																				
			<p>A. CRS-2VHL shall meet the following specifications:</p> <p>Tests on Emulsion:</p> <table> <tr> <td>Viscosity, Saybolt-Furol, 50°C (122°F), sec.</td> <td>75 – 300</td> </tr> <tr> <td>Residue by Distillation, % min., note 1</td> <td>65</td> </tr> <tr> <td>Oil Distillate, % by Volume, max.</td> <td>3</td> </tr> <tr> <td>Storage Stability, %, max.</td> <td>1.0</td> </tr> <tr> <td>Demulsibility, 35 ml of 0.8% C₂₀H₃₇NaO₇S, % min.</td> <td>40</td> </tr> <tr> <td>Sieve Test, % Retained, max., note 2</td> <td>0.10</td> </tr> <tr> <td>Particle Charge</td> <td>Positive</td> </tr> </table> <p>Tests on Distillation Residue:</p> <table> <tr> <td>Penetration, dmm, 25°C (77°F), 100 g., 5 sec.</td> <td>65 – 130</td> </tr> <tr> <td>Ductility, 25°C (77°F), cm., minimum</td> <td>40</td> </tr> <tr> <td>Softening Point, °F, min.</td> <td>135</td> </tr> </table> <p>Note 1: The distillation shall be taken to 350 +/- 5°F, and held for 20 minutes, and otherwise in accordance with AASHTO T 59.</p> <p>Note 2: Test requirement is waived if successful application of the material has been achieved in the field.</p>	Viscosity, Saybolt-Furol, 50°C (122°F), sec.	75 – 300	Residue by Distillation, % min., note 1	65	Oil Distillate, % by Volume, max.	3	Storage Stability, %, max.	1.0	Demulsibility, 35 ml of 0.8% C ₂₀ H ₃₇ NaO ₇ S, % min.	40	Sieve Test, % Retained, max., note 2	0.10	Particle Charge	Positive	Penetration, dmm, 25°C (77°F), 100 g., 5 sec.	65 – 130	Ductility, 25°C (77°F), cm., minimum	40	Softening Point, °F, min.	135
Viscosity, Saybolt-Furol, 50°C (122°F), sec.	75 – 300																						
Residue by Distillation, % min., note 1	65																						
Oil Distillate, % by Volume, max.	3																						
Storage Stability, %, max.	1.0																						
Demulsibility, 35 ml of 0.8% C ₂₀ H ₃₇ NaO ₇ S, % min.	40																						
Sieve Test, % Retained, max., note 2	0.10																						
Particle Charge	Positive																						
Penetration, dmm, 25°C (77°F), 100 g., 5 sec.	65 – 130																						
Ductility, 25°C (77°F), cm., minimum	40																						
Softening Point, °F, min.	135																						
			<p>B. The solubility of the base asphalt binder shall be greater than 99.0%.</p>																				
			<p>C. All polymer shall be added as either SBR or polychloroprene latex only, and only during a co-milling emulsification process. The latex polymer solids content shall be 3.0% minimum.</p>																				
<p>NOTES/COMMENTS:</p>																							

YES	NO	NO & PROVIDE ALTERNATIVE	10. Emulsified Asphalt (HFMS-2P)																				
			<p>A. HFMS-2P shall meet the following specifications:</p> <p>Tests on Emulsion:</p> <table border="0"> <tr> <td>Viscosity, Saybolt-Furol, 50°C</td> <td style="text-align: right;">50 – 400</td> </tr> <tr> <td>Residue by Distillation, % min., note 1</td> <td style="text-align: right;">65</td> </tr> <tr> <td>Oil Distillate, % by Volume, max.</td> <td style="text-align: right;">3</td> </tr> <tr> <td>Storage Stability, 24h, % max., note 2</td> <td style="text-align: right;">1.0</td> </tr> <tr> <td>Demulsibility, 50 ml 0.1N CaCl₂, % min.</td> <td style="text-align: right;">40</td> </tr> <tr> <td>Sieve Test, %Retained, max., note 2</td> <td style="text-align: right;">0.10</td> </tr> </table> <p>Tests on Distillation Residue:</p> <table border="0"> <tr> <td>Penetration, 25°C, 77°F, 100 g., 5 sec., dmm</td> <td style="text-align: right;">100 – 200</td> </tr> <tr> <td>Ductility, 25°C (77°F), cm., minimum</td> <td style="text-align: right;">45</td> </tr> <tr> <td>Float Test, 60°C (140°F), sec., minimum</td> <td style="text-align: right;">1200</td> </tr> <tr> <td>Elastic Recovery, 25°C, 77°F, % min.</td> <td style="text-align: right;">55</td> </tr> </table> <p>Note 1: The distillation shall be taken to 350 +/- 5°F, and held for 20 minutes, and otherwise in accordance with AASHTO T 59.</p> <p>Note 2: See note “A” of AASHTO M 140</p>	Viscosity, Saybolt-Furol, 50°C	50 – 400	Residue by Distillation, % min., note 1	65	Oil Distillate, % by Volume, max.	3	Storage Stability, 24h, % max., note 2	1.0	Demulsibility, 50 ml 0.1N CaCl ₂ , % min.	40	Sieve Test, %Retained, max., note 2	0.10	Penetration, 25°C, 77°F, 100 g., 5 sec., dmm	100 – 200	Ductility, 25°C (77°F), cm., minimum	45	Float Test, 60°C (140°F), sec., minimum	1200	Elastic Recovery, 25°C, 77°F, % min.	55
Viscosity, Saybolt-Furol, 50°C	50 – 400																						
Residue by Distillation, % min., note 1	65																						
Oil Distillate, % by Volume, max.	3																						
Storage Stability, 24h, % max., note 2	1.0																						
Demulsibility, 50 ml 0.1N CaCl ₂ , % min.	40																						
Sieve Test, %Retained, max., note 2	0.10																						
Penetration, 25°C, 77°F, 100 g., 5 sec., dmm	100 – 200																						
Ductility, 25°C (77°F), cm., minimum	45																						
Float Test, 60°C (140°F), sec., minimum	1200																						
Elastic Recovery, 25°C, 77°F, % min.	55																						
			<p>B. The solubility of the base stock asphalt binder shall be greater than 99.0%.</p>																				
			<p>C. All base stock asphalt binder used must be modified prior to emulsification with styrene butadiene or styrene-butadiene styrene block copolymers. HFMS-2P shall contain no latex polymer.</p>																				
<p>NOTES/COMMENTS:</p>																							

YES	NO	NO & PROVIDE ALTERNATIVE	11. Emulsified Asphalt (HFMS-2L)
			<p>A. HFMS-2L shall meet all specifications of HFMS-2P with the following exceptions:</p> <p>The test of Elastic Recovery is omitted.</p> <p>The base stock asphalt binder shall be polymerized with a total minimum of 3.0% polymer solids by weight of the base stock asphalt binder. The polymers can be exclusively latex, or any combination of styrene-butadiene rubber latex, SB, SBS, SBR, or polychloroprene latex. The polymerization process shall be at least partly latex, and the latex is only allowed to be added during a co-milling emulsification process.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	12. Section 1030
			<p>A. Section 1030 is amended to remove all references to Subsection 1029.03.</p>
			<p>B. Subsection 1030.01 is amended to read “Medium-Curing” in place of “Rapid-Curing”.</p>
			<p>C. Section 1030.02 is void and superseded by the following:</p> <p>Cut-back asphalt shall comply with the requirements of the following specifications:</p> <p>Medium Curing Type AASHTO M 82</p> <p>AASHTO M 82, Table 1, Note a, is void.</p> <p>AASHTO M 82, Table 1, Note b, shall be amended to read as: The Department of Roads will specify penetration @ 100g; 5s @ 25 °C (77 °F) of 120 – 250 dmm for Grades MC-30, MC-70, MC-250, MC-800 and MC-3000; in lieu of viscosity of residue.</p> <p>Due to the advent of low-sulfur petroleum formulations, some of which are used as diluent in the fluxing of Cutback materials production, the test requirements of Flash Point (Tag, open cup), and Distillation, % by volume of total distillate at the temperatures of 437F and 500F, are disregarded. All other AASHTO M 82 specifications are still applicable.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	13. Sections 1031 and 1032 are amended to include the following:
			<p>A. The minimum temperature for all grades of emulsified asphalt used in mixing windrows at the delivery site shall be 140 degrees "F".</p>
			<p>B. Section 1031 is amended to include the following:</p> <p>An anti-strip agent shall be added to HFE-300, HFE-500, and HFE-1000 Emulsions at the rate of a minimum of 0.25% by total weight of emulsion.</p>
			<p>C. Subsection 1031.02 is amended to include the following:</p> <p>Type HFE-500 shall be added to Table 1031.01. HFE-500 shall meet the requirements of HFE-1000 with the following exception:</p> <p>Viscosity by Vacuum Capillary Viscometer at 60 degrees "C", Poise, shall be 100 – 300.</p> <p>For the test of Viscosity by Vacuum Capillary Viscometer of HFE-500 and HFE-1000, a Cannon-Manning type will be used. The size selection will be determined by a flow time of closest to 60+ seconds.</p>
			<p>D. Section 1032 is amended as follows:</p> <p>All references to Grade CM-4 are replaced as Grade CMS-1.</p> <p>For the Table 1032.01 test of Residue Viscosity, Saybolt Furol at 82°C, converting Kinematic Viscosity to Saybolt Furol Viscosity shall be allowed using the conversion shown in ASTM D-2161. The formula of Kinematic Viscosity in centistokes @ 82°C (180°F), multiplied by 0.477 = Saybolt Furol Seconds is applied, and shall be reported as such.</p>
			<p>E. Subsection 1032.02 is amended to include the following: Emulsified Asphalt (CMS-1W)</p> <p>CMS-1W shall follow the requirements of Table 1032.01 with the following exception.</p> <p>Residue from distillation, Viscosity, Saybolt Furol, 82°C (180°F), sec., shall be min. 200 to max. 400.</p>
<p>NOTES/COMMENTS:</p>			

YES	NO	NO & PROVIDE ALTERNATIVE	14. Bid Compliance
			A. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
NOTES/COMMENTS:			

END OF SPECIFICATIONS