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	ORDER DATE
1 of 3	06/07/11
BUSINESS UNIT	BUYER
9001	SUZANNE SIEMER (AS)

VENDOR NUMBER: 1365747

VENDOR ADDRESS:

BLACKSTRAP, INC
TED HUGHES
PO BOX 258
NELIGH NEBRASKA 68756-0258

CONTRACT NUMBER
12236 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:

JUNE 01, 2011 THROUGH MAY 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 12236 OC

Contract to supply and deliver Road Salt as per the attached specifications, terms and conditions for a period of one (1) year beginning June 01, 2011 through May 31, 2012. 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.

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

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

The 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.

BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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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.

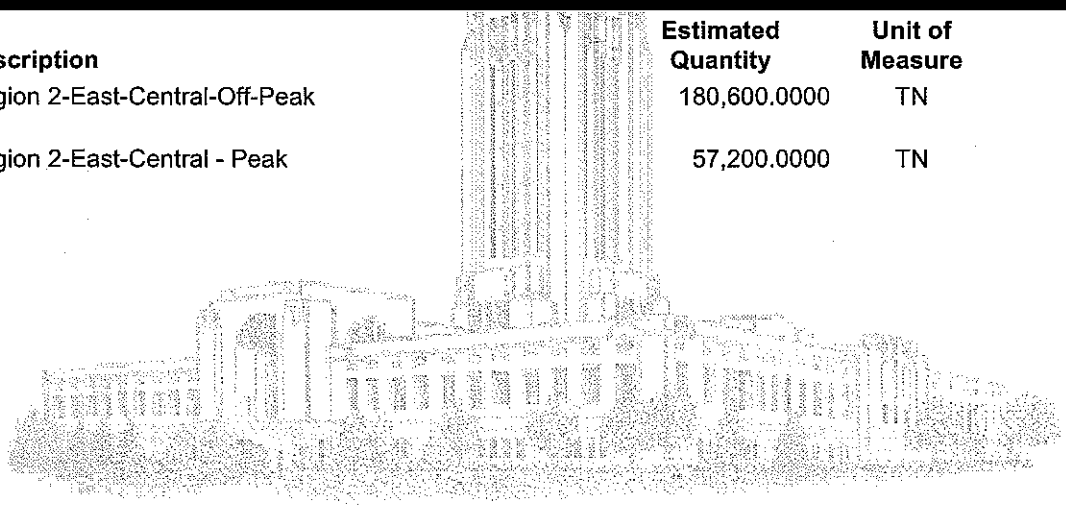
VENDOR CONTACT: Ted Hughes
PHONE: 402-887-5651
FAX: 402-887-5653

AMENDMENT ONE (1) - Contract lines have been amended to reflect a price increase on line items 1 and 2 effective August 20, 2009. (08/10/09 jc)

AMENDMENT TWO (2) - Contract lines have been amended to reflect a price increase on line items 1 and 2 effective July 2, 2010. (07/01/10 jc)

THIS IS THE FIRST RENEWAL OF THE CONTRACT and is inclusive of Amendments one and two. Contract has been amended to reflect a price increase on lines 1 and 2 effective June 1, 2011.

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Region 2-East-Central-Off-Peak	180,600.0000	TN	49.1200
2	Region 2-East-Central - Peak	57,200.0000	TN	49.1200



SMS
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

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Bidder Instructions

Bidders must respond to the following statement. Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other", responses should be used only with a narrative response explaining in detail any deviation from the bidders ability to meet the condition, and an explanation of how this might be considered an acceptable alternative to meeting the condition.

STATE OF NEBRASKA SPECIFICATIONS FOR CRUSHED ROCK SALT

May 1, 2008

The following specifications shall apply to all purchases of bulk crushed rock salt by the Nebraska Department of Roads.

The State of Nebraska reserves the right to waive any technicalities under these specifications.

MEETS SPECIFICATION – Please indicate – (if other explain on comment line)

YES NO OTHER

X ____ ____ **1. Condition as Received:** The crushed rock salt shall arrive at the delivery point in a free-flowing and usable condition.

Other or comment _____

_____

YES NO OTHER

X ____ ____ **2. Chemical Composition:** The sodium chloride (NaCl) content in the crushed rock salt shall be no less than 95.0 percent.

Other or comment _____

_____

YES NO OTHER

3. Gradation:

X ____ ____ A. The crushed rock salt shall meet ASTM D632 Specifications for Sodium Chloride Type I, Grade 1.

X ____ ____ B. The crushed rock salt shall comply with the following gradation requirements:

Sieve Size	Percent Passing Sieve (by weight)
1/2-in. (12.50 mm)	100
3/8-in. (9.50 mm)	95-100
No. 4 (4.75 mm)	20-90
No. 8 (2.36 mm)	10-60
No. 30 (600 um)	0-15

Other or comment _____

_____

Bidder Instructions

Bidders must respond to the following statement. Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other", responses should be used only with a narrative response explaining in detail any deviation from the bidders ability to meet the condition, and an explanation of how this might be considered an acceptable alternative to meeting the condition.

STATE OF NEBRASKA SPECIFICATIONS FOR SOLAR SALT

May 1, 2008

The following specifications shall apply to all purchases of bulk solar salt by the Nebraska Department of Roads.

The State of Nebraska reserves the right to waive any technicalities under these specifications.

MEETS SPECIFICATION – Please indicate – (if other explain on comment line)

YES NO OTHER

____ ____ No Bid

1. Condition as Received: The solar salt shall arrive at the delivery point in a free-flowing and usable condition.

Other or comment No bid for Solar Salt

YES NO OTHER

____ ____ No Bid

2. Chemical Composition: The sodium chloride (NaCl) content in the solar salt shall be no less than 97.0 percent.

Other or comment No bid for Solar Salt

YES NO OTHER

____ ____ No Bid

3. Gradation:

A. The solar salt shall meet ASTM D632 Specifications for Sodium Chloride Type I, Grade 1.

____ ____ No Bid

B. The solar salt shall comply with the following gradation requirements:

Sieve Size	Percent Passing Sieve (by weight)
1/2-in. (12.50 mm)	100
3/8-in. (9.50 mm)	95-100
1/4-in (6.35 mm)	80-100
No. 4 (4.75 mm)	60-95
No. 8 (2.36 mm)	20-60
No. 30 (600 um)	0-20

Other or comment No bid for Solar Salt

STATE OF NEBRASKA
DEPARTMENT OF ROADS

SPECIFICATION FOR HIGHWAY DEICING SALT

SCOPE

Bidder shall supply and deliver highway deicing salt that will comply with the State of Nebraska, Department of Roads specifications and locations starting from date of award through May 31, 2011. Vendor may submit bid for crushed rock salt or solar salt. Vendor should complete and submit "yes, no, or other" specification form found on page 5 (crushed rock salt) or page 6 (solar salt).

RIGHTS

The State of Nebraska reserves the right to waive technicalities and to reject any or all bids.
The State reserves the right to reject any and all bids, wholly or in part, to waive any technicality in any bid, to make awards in a manner deemed in the best interest of the State and, unless otherwise specified by the bidder, to accept any item in the bid.The State reserves the right to issue multiple contract awards based on the bids submitted and the requirements as set forth in the bid document.

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to bid document. Non-compliance 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 understands 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 should be submitted via e-mail to matpurch.dasmat@nebraska.gov Written questions may also be submitted by fax to (402) 471-2089 (Inquiries received within 48 hours of bid opening may not be addressed).

TERMS OF CONTRACT

Contract to supply and deliver highway deicing salt in accordance with the following general requirements and attached specifications for a three (3) year period beginning from award of contract through May 31, 2011 with the option for two renewals in one (1) year increments when mutually agreeable with the vendor and the State of Nebraska.

BASIS OF ACCEPTANCE

Highway Deicing Salt furnished under this Contract will be accepted on the basis of the producer certifying, in writing, the salt will be in Compliance with the Specifications for the duration of the Contract Period. The Letter of Certification must be furnished upon notification of Contract Award within 7 days. The Certification must be on the producer's letterhead, signed by the producer's representative and display the seal and signature of a Notary Public

PRICE

The price bid shall be **FOB destination** and shall not include the Federal Transportation Tax. (The State of Nebraska is exempt).

Bid prices shall be firm for 90 days from the date of award. The official notification to revise bid prices must be submitted in writing a minimum of 30 days prior to the proposed effective date of increase to State Purchasing Bureau, 301 Centennial Mall South, Lincoln, NE 68509-4847. The State will not entertain a price increase of less than 2%. A request to increase 2% or more must include justification, actual documentation such as invoices that demonstrate increase in cost to all customers, not just the State of Nebraska, and is not designed to increase profit beyond the level intended in the original bid price. Further documentation may be required by the State to authenticate the increase. Failing to supply any requested supporting documentation may be grounds to deny the proposed increase. 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 shall receive full proportional benefit of decreases immediately at any time during contract period.
When a change to establish contract prices is required by the Supplier, the State Purchasing Bureau will reply, in writing within 10 days of such notification, accepting or rejecting the revision.

Bidders must bid on price per TON. For each of the conditions listed below, the vendor will provide a single per ton price for delivery to all locations within the entire region. Regions are defined in the Annual Usage Section. Current storage capacities and historical usage for each location are provided in Attachment A.

Vendors shall provide pricing for two separate conditions:
Off-Peak, Months of March through October (See Orders and Delivery Section for details)
Peak, Months of November through February (Late delivery penalties apply. See Orders and Delivery Section for details.)
Prices must be provided for both Peak and Off-Peak and award will be for the entire period for the duration of the contract.

Bids will be evaluated based on the Weighted Average Price, where the Off-peak price will be multiplied by two, added to the Peak price, and the sum divided by three.

Weighted Average Price = (2(OP)+P)/3

See the Orders and Delivery Section for details on delivery requirements.

BASIS OF PAYMENT

Contractors should forward all invoices and supporting paperwork to the 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

It is the responsibility of the contractor to ensure stamped weight tickets are provided for each load delivered. All delivery tickets and invoices must reference the purchase order number so they can be easily identified.

ORDERS AND DELIVERY

Orders will be faxed to the vendor by NDOR Procurement stating the location, quantity and purchase order number. Orders and directions for delivery locations shall only be authorized by NDOR Procurement personnel at the Operations Division in Lincoln.

Off-Peak Season (March through October) orders will be placed as needed to refill salt storage facilities. Regular progress toward filling orders must be made. Delivery of orders placed before October 1st must be complete by October 31st. Orders placed during the month of October shall be completed By November 15.

Peak Season (November through February) orders will be faxed to the vendor on Wednesday of each week. Quantities required at each location in the region will be specified. Delivery of required quantities to each specified location shall be completed by Friday of the following week. **A penalty of $5/ton per day will be assessed for late deliveries, not to exceed per ton bid price.**

Example:
An order is placed on Wednesday, November 5th. Delivery as specified in the order must be complete by 4:00 pm on Friday, November 14.

A second order is placed on Wednesday, November 12th. Delivery, as specified in this order must be complete by 4:00 pm on Friday, November 21st.

Deliveries are to be made during normal working hours, except holidays, between 8:00 a.m. and 4:00 p.m., Monday – Friday. If an emergency exists, delivery may be made through prior arrangements with receiving personnel.

For the Peak Season, Maximum Weekly Order Quantities for each region have been established to enable the vendor to meet the delivery requirements. The vendor agrees to deliver up to the maximum order quantity each week to locations specified on the order. The maximum weekly order quantity for each region is shown in Table 1.

Shipments of highway deicing salt to specified locations within the region will be in truckloads of approximately 25 tons.

If the contractor cannot make delivery as stated on the order, the State of Nebraska reserves the right to purchase highway deicing salt by any means it deems necessary to fulfill requirements and the contractor may be held responsible for any excess cost.

As a condition of acceptance, bidder declares that it is a bona fide dealer in highway deicing salt, that it is not primarily a transporter of goods for hire, and if awarded a contract, the contractor will either use its privately-owned equipment for delivery of highway deicing salt or obtain transportation through a non-owned duly licensed common carrier.

Random sampling of material will be done and if material does not meet specification a charge of 20% of the per ton price will be deducted from current invoices. Sampling & testing will be done in accordance with ASTM D632. The final decision will be with the Department of Roads Materials and Research Division.

The contractor will be notified immediately of material not meeting specifications and will be expected to take action to correct the problem. If problems are not corrected, all shipments from that contractor will cease and contract termination may result.

The contractor, in accepting an award agrees to furnish the State Purchasing Bureau 30 days prior to the expiration of this contract, the volume purchased by the state for each location.

BREACH OF CONTRACT

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

CANCELLATION CLAUSE

The contract may be terminated at any time upon the mutual consent of the parties, or by either party, with or without cause at the anniversary of the contract with 60 days written notice to the other party.

ANNUAL USAGE

The Annual Usage is based on storage capacity and historical usage. The state will guarantee purchase of at least 80% of the Annual Usage. The vendor will guarantee delivery of 120% of the Annual Usage. The Annual Usage includes deliveries at all times throughout the year.

The state is divided into four geographic regions and each will be bid separately. Regions are shown on the attached map and are established as follows:
Southeastern Region comprises Districts 1 and 2.
East-Central Region comprises Districts 3 and 4.
West-Central Region comprises Districts 6, 7 and 8.
Panhandle Region is District 5.

Table 1

Region	80% Quantity Guaranteed purchase (tons)	Expected Annual Usage (tons)	120% Guaranteed Delivery (tons)	Max. Weekly Order Qty (Peak Nov-Feb) (tons)
Southeastern	34,400	43,000	51,600	1,200
East-Central	33,600	42,000	50,400	1,200
West-Central	21,600	27,000	32,400	800
Panhandle	9,600	12,000	14,400	500

Expected Annual Usage will be reviewed and may be adjusted each year 60 days prior to the anniversary date of the contract.
Capacities and historical usage for all location within each region are provided in Attachment A. Delivery is required to all locations within the region, as specified in the orders. Maximum Weekly Order Quantities during the peak season apply to the region as a whole.

SALT SHEDS IN SOUTHEAST REGION - Districts 1 and 2 - STORAGE CAPACITY AND ANNUAL USAGE (TONS)

DISTRICT # 1	2008 CAPACITY	2007 - 2008 Annual Usage
AUBURN	1,200	1,760
BEATRICE	650	1,354
DAVID CITY	1,250	2,251
DORCHESTER	250	262
FAIRBURY	300	785
FALLS CITY	400	600
GREENWOOD	1,650	1,126
LINCOLN - SALT VALLEY	900	1,246
LINCOLN - 302 SUPERIOR ST	1,000	1,728
NEBRASKA CITY	1,400	513
PALMYRA	1,600	1,511
PAWNEE CITY	350	955
SEWARD	350	665
SYRACUSE	250	165
TECUMSEH	325	900
WAHOO	250	1,080
WILBUR	1,000	584
Total	**13,125**	**17,485**

DISTRICT # 2	2008 CAPACITY	2007 - 2008 Annual Usage
BLAIR	350	1,397
ELKHORN	520	3,281
FREMONT	350	2,937
OMAHA SOUTH	350	350
OMAHA-MORMAN BRIDGE	350	350
OMAHA-DOME	13,200	14,072
PAPILLION	950	1,796
PLATTSMOUTH	350	975
Total	**16,420**	**25,158**

TOTAL FOR REGION	**29,545**	**42,643**

SALT SHEDS IN EAST CENTRAL REGION - Districts 3 and 4 - STORAGE CAPACITY AND ANNUAL USAGE (TONS)

DISTRICT # 3	2008 CAPACITY	2007 - 2008 Annual Usage
ALBION	400	480
BLOOMFIELD	500	1,349
CLARKSON	530	765
COLUMBUS	400	1,438
CROFTON	525	338
DAKOTA CITY	200	520
HARTINGTON	450	1,123
HUMPHREY	400	242
LAUREL	750	1,050
LYONS	200	1,031
NELIGH	1,450	1,839
NIOBRARA	600	901
NORFOLK	8,000	5,814
PLAINVIEW	400	776
SO.SIOUX CITY	270	710
WAYNE	350	1,464
WEST POINT	250	1,069
Total	15,675	**20,909**

DISTRICT # 4	2008 CAPACITY	2007 - 2008 Annual Usage
AURORA	400	856
CENTRAL CITY	400	601
FULLERTON	400	603
GENEVA	250	225
GRAND ISLAND	400	925
GREELEY	400	453
HASTINGS	1,200	1,022
HEBRON	250	894
KEARNEY I-80	850	838
KEARNEY W HWY 30	650	734
LOUP CITY	250	170
ORD	250	418
OSCEOLA	400	1,373
RAVENNA	400	357
RED CLOUD	250	441
SHELTON	1,000	1,200
ST PAUL	600	946
STRANG	3,450	4,197
SUPERIOR	250	611
YORK	3,000	4,961
Total	15,050	**21,824**

TOTAL FOR REGION	**30,725**	**42,744**

SALT SHEDS IN WEST CENTRAL REGION - Districts 6,7 and 8 - STORAGE CAPACITY AND ANNUAL USAGE (TONS)

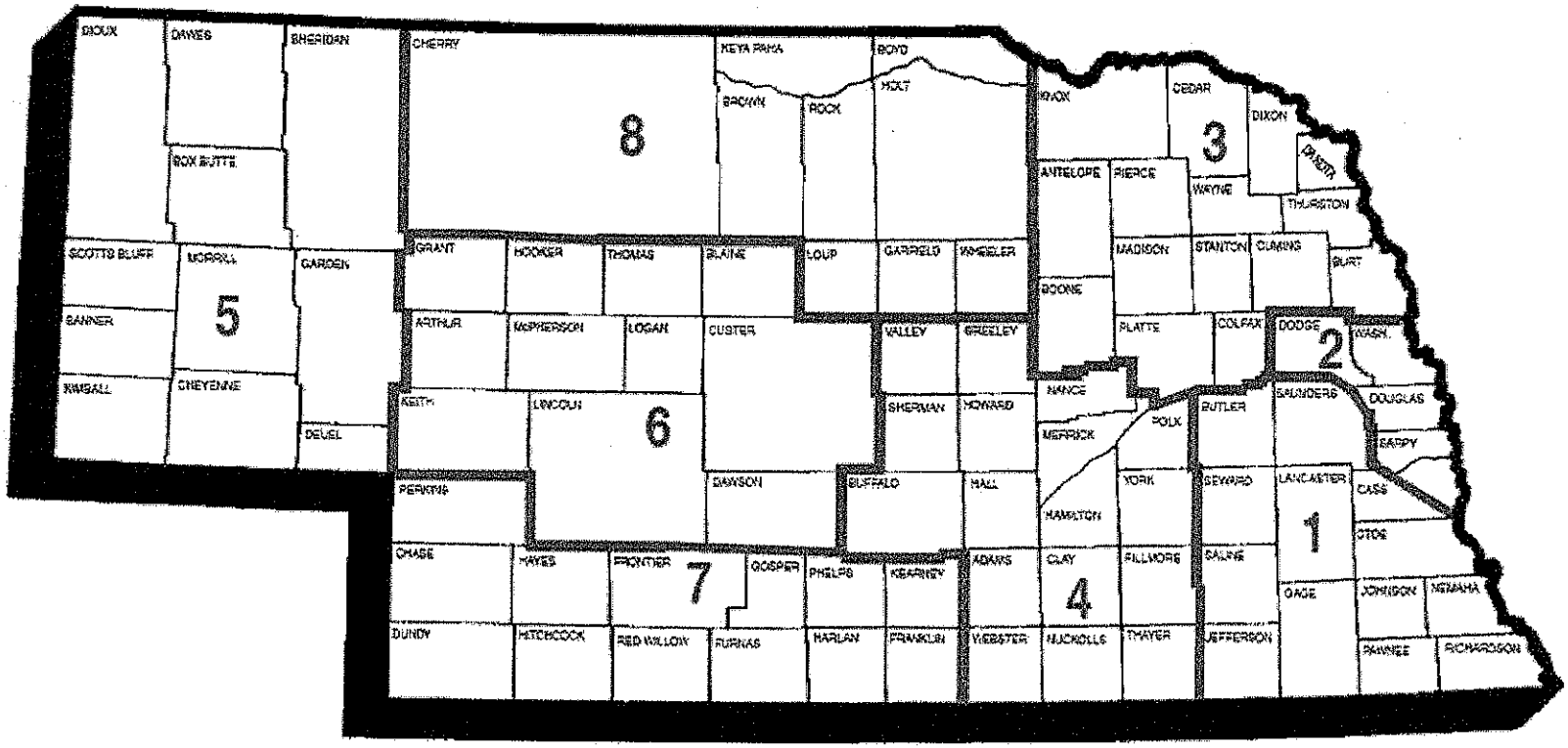
DISTRICT # 6		2008 CAPACITY	2007 - 2008 Annual Usage
ANSLEY			174
BIG SPRINGS		1,800	1,220
BROKEN BOW		400	807
GOTHERNBURG-DOME		13,500	10,950
LEXINGTON		400	400
NORTH PLATTE I-80		400	527
NORTH PLATTE W 30		400	375
OGALLALA		400	322
STAPLETON		1,200	1,085
SUTHERLAND		250	461
THEDFORD		400	666
	Total	**19,150**	**16,987**

DISTRICT # 7		2008 CAPACITY	2007 - 2008 Annual Usage
ALMA		400	699
ARAPAHOE		400	623
BENKELMAN		400	613
ELWOOD		400	453
FRANKLIN		400	425
GRANT		400	591
HAYES CENTER		400	471
HOLDREGE		400	554
IMPERIAL		400	519
MAYWOOD		400	352
MCCOOK		400	731
MINDEN		400	696
	Total	**4,800**	**6,727**

DISTRICT # 8		2008 CAPACITY	2007 - 2008 Annual Usage
AINSWORTH		400	391
ATKINSON		400	257
BARTLETT		500	195
BURWELL		250	425
O'NEILL		400	495
SPENCER		400	285
VALENTINE		400	94
MERRIMAN			0
SPRINGVIEW			0
	Total	**2,750**	**2,142**
	TOTAL FOR REGION	**26,700**	**25,856**

SALT SHEDS IN PANHANDLE REGION - District 5 - STORAGE CAPACITY AND ANNUAL USAGE (TONS)

DISTRICT # 5	2008 CAPACITY	2007 - 2008 Annual Usage
ALLIANCE		201
BRIDGEPORT	400	656
CHADRON	500	1,282
CHAPPELL	400	1,092
CRAWFORD	450	1,349
GERING	1,200	1,908
GORDON	450	432
HARRISON	600	914
KIMBALL	400	2,462
OSHKOSH	400	292
SIDNEY	400	1,257
Total	**5,200**	**11,845**


SIOUX
DAWES
SHERIDAN
CHERRY
KEYA PAHA
BOYD
BROWN
ROCK
HOLT
8
BOX BUTTE
SCOTTS BLUFF
MORRILL
GARDEN
GRANT
HOOKER
THOMAS
BLAINE
LOUP
GARFIELD
WHEELER
BANNER
5
ARTHUR
McPHERSON
LOGAN
CUSTER
VALLEY
GREELEY
KIMBALL
CHEYENNE
DEUEL
KEITH
LINCOLN
6
SHERMAN
HOWARD
PERKINS
DAWSON
BUFFALO
HALL
CHASE
HAYES
FRONTIER
7
GOSPER
PHELPS
KEARNEY
ADAMS
DUNDY
HITCHCOCK
RED WILLOW
FURNAS
HARLAN
FRANKLIN
WEBSTER
NUCKOLLS
THAYER
JEFFERSON
KNOX
CEDAR
3
DIXON
DAKOTA
ANTELOPE
PIERCE
WAYNE
THURSTON
BOONE
MADISON
STANTON
CUMING
BURT
PLATTE
COLFAX
DODGE
2
WASH.
NANCE
BUTLER
SAUNDERS
DOUGLAS
MERRICK
POLK
SARPY
HAMILTON
YORK
SEWARD
LANCASTER
CASS
1
OTOE
CLAY
4
FILLMORE
SALINE
GAGE
JOHNSON
NEMAHA
PAWNEE
RICHARDSON

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
1 of 3	07/01/10
BUSINESS UNIT	BUYER
9000	SUZANNE SIEMER

VENDOR NUMBER: 1365747

VENDOR ADDRESS:

BLACKSTRAP, INC
TED HUGHES
PO BOX 258
NELIGH NEBRASKA 68756-0258

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
12236 OC

THE CONTRACT PERIOD IS:

JUNE 20, 2008 THROUGH MAY 31, 2011

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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

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

Original Bid Document 2489 OF

Contract to supply and deliver Road Salt as per the attached specifications, terms and conditions for a period of three (3) years beginning June 20, 2008 through May 31, 2011. 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.

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

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

The 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

BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
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OR
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Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
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PAGE	ORDER DATE
2 of 3	07/01/10
BUSINESS UNIT	BUYER
9000	SUZANNE SIEMER
VENDOR NUMBER: 1365747	

CONTRACT NUMBER
12236 OC

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: Ted Hughes
PHONE: 402-887-5651
FAX: 402-887-5653

AMENDMENT ONE (1) - Contract lines have been amended to reflect a price increase on line items 1 and 2 effective August 20, 2009. (08/10/09 jc)

AMENDMENT TWO (2) - Contract lines have been amended to reflect a price increase on line items 1 and 2 effective July 2, 2010. (07/01/10 jc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Region 2-East-Central-Off-Peak	180,600.0000	TN	47.0400
2	Region 2-East-Central - Peak	57,200.0000	TN	47.0400

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BUYER INITIALS
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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 (i) (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:

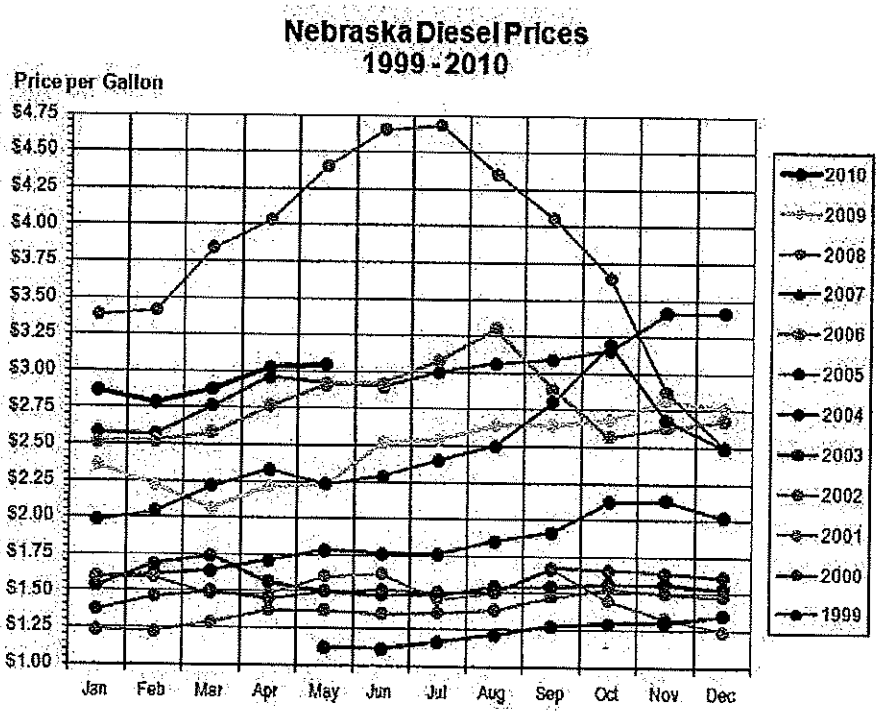
http:/www.nitc.state.ne.us/standards/accessibility/
Revised: 02/2004

Official Nebraska Government Website

Average Monthly Retail On-Highway Diesel Fuel Prices in Nebraska

Winter demand for diesel fuel normally boosts diesel fuel prices. Although diesel is consumed in both the transportation and the agricultural sectors, the prices below reflect transportation sector prices. Diesel fuel is fuel used for internal combustion in diesel engines. Average diesel fuel prices can also be viewed for the following cities: Columbus, Grand Island, Kearney, Lincoln, Norfolk, North Platte, and Omaha. Today's average state price and average metro prices can be found in the *Daily Fuel Gauge Report*. Weekly prices are also available.

A general rule of thumb: A dollar increase in the West Texas Intermediate (WTI) crude oil price per barrel will result in a 2.5-cent increase in the price of diesel fuel per gallon. Likewise, a dollar decrease in the WTI crude oil price per barrel will result in a 2.5-cent decrease in the price of diesel fuel per gallon.



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1999	NA	NA	NA	NA	$1.12	$1.11	$1.16	$1.21	$1.27	$1.29	$1.30	$1.35
2000	$1.37	$1.46	$1.50	$1.45	$1.50	$1.51	$1.50	$1.50	$1.67	$1.66	$1.64	$1.61
2001	$1.59	$1.59	$1.48	$1.48	$1.60	$1.62	$1.45	$1.50	$1.66	$1.45	$1.33	$1.24
2002	$1.23	$1.22	$1.28	$1.37	$1.37	$1.35	$1.36	$1.38	$1.47	$1.53	$1.50	$1.48
2003	$1.53	$1.68	$1.74	$1.56	$1.50	$1.48	$1.48	$1.54	$1.54	$1.56	$1.56	$1.53
2004	$1.59	$1.61	$1.64	$1.71	$1.78	$1.76	$1.76	$1.85	$1.91	$2.12	$2.13	$2.02
2005	$1.98	$2.04	$2.21	$2.33	$2.23	$2.29	$2.40	$2.50	$2.80	$3.20	$2.68	$2.49
2006	$2.51	$2.52	$2.58	$2.76	$2.91	$2.92	$3.08	$3.30	$2.89	$2.57	$2.63	$2.68
2007	$2.58	$2.57	$2.76	$2.96	$2.92	$2.90	$3.00	$3.06	$3.09	$3.15	$3.41	$3.41
2008	$3.38	$3.41	$3.84	$4.03	$4.40	$4.65	$4.68	$4.35	$4.05	$3.65	$2.87	$2.50
2009	$2.36	$2.21	$2.06	$2.21	$2.22	$2.52	$2.54	$2.64	$2.64	$2.68	$2.81	$2.76
2010	$2.86	$2.78	$2.88	$3.03	$3.05	NA	NA	NA	NA	NA	NA	NA

Source: Nebraska Energy Office, Lincoln, NE.

Note: NA = Data is not available.

This table was updated on June 2, 2010. Typically, there is one month between updates.

Energy Statistics Home | Contact Us | Conversion Chart | Glossary

STATE OF NEBRASKA CONTRACT AMENDMENT

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	ORDER DATE
1 OF 3	08/10/09
BUSINESS UNIT	BUYER
9000	SUZANNE SIEMER

CONTRACT NUMBER
12236 OC

VENDOR NUMBER: 1365747

VENDOR ADDRESS:

BLACKSTRAP, INC
TED HUGHES
PO BOX 258
NELIGH NE 68756-0258

THE CONTRACT PERIOD IS JUNE 20, 2008 THROUGH MAY 31, 2011.

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM 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 2489 OF

Contract to supply and deliver Road Salt as per the attached specifications, terms and conditions for a period of three (3) years beginning June 20, 2008 through May 31, 2011. 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.

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

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

The 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

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BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
2 OF 3	08/10/09
BUSINESS UNIT	BUYER
9000	SUZANNE SIEMER

VENDOR NUMBER: 1365747

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CONTRACT NUMBER
12236 OC

Line	Description	Est. Qty	Unit of Measure	Unit Price

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: Ted Hughes
PHONE: 402-887-5651
FAX: 402-887-5653

AMENDMENT ONE (1) - Contract lines have been amended to reflect a price increase on line items 1 and 2 effective August 20, 2009. (08/10/09 jc)

Line	Description	Est. Qty	Unit of Measure	Unit Price
1	Region 2-East-Central-Off-Peak	31000	TN	45.2800
2	Region 2-East-Central - Peak	18000	TN	45.2800

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.

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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

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
12236 OC

PAGE	ORDER DATE
1 OF 3	06/19/08
BUSINESS UNIT	BUYER
9000	TOM MORGAN

VENDOR NUMBER: 1365747

VENDOR ADDRESS:

BLACKSTRAP INC
PO BOX 258
NELIGH NE 68756-0258

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

JUNE 20, 2008 THROUGH MAY 31, 2011

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 2489 OF

Contract to supply and deliver Road Salt as per the attached specifications, terms and conditions for a period of three (3) years beginning June 20, 2008 through May 31, 2011. 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.

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

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

The 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

BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
2 OF 3	06/19/08
BUSINESS UNIT	BUYER
9000	TOM MORGAN

VENDOR NUMBER: 1365747

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
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Telephone: (402) 471-2401
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CONTRACT NUMBER
12236 OC

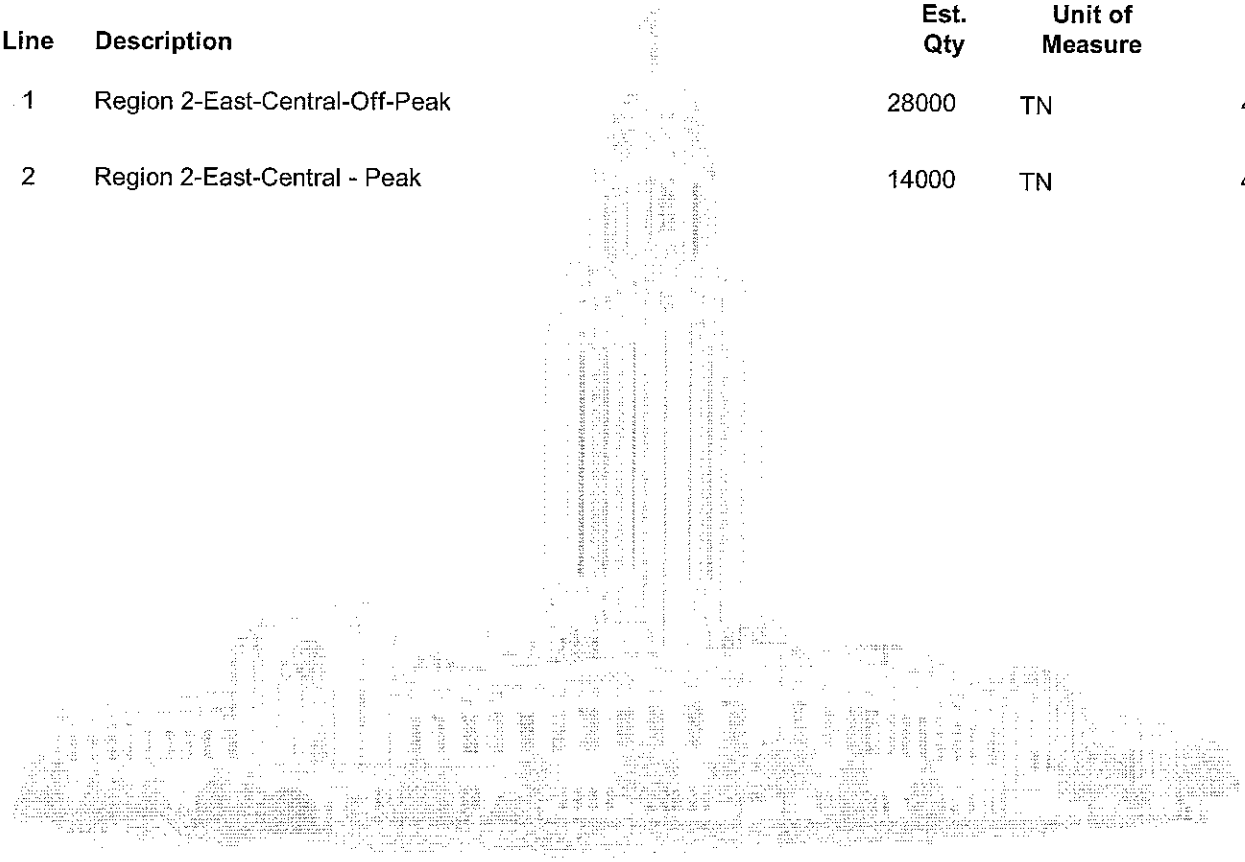
Line	Description	Est. Qty	Unit of Measure	Unit Price

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: Ted Hughes
PHONE: 402-887-5651
FAX: 402-887-5653

Line	Description	Est. Qty	Unit of Measure	Unit Price
1	Region 2-East-Central-Off-Peak	28000	TN	42.2800
2	Region 2-East-Central - Peak	14000	TN	42.2800



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.

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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 (I) (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

Bidder Instructions

Bidders must respond to the following statement. Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other", responses should be used only with a narrative response explaining in detail any deviation from the bidders ability to meet the condition, and an explanation of how this might be considered an acceptable alternative to meeting the condition.

STATE OF NEBRASKA SPECIFICATIONS FOR CRUSHED ROCK SALT

May 1, 2008

The following specifications shall apply to all purchases of bulk crushed rock salt by the Nebraska Department of Roads.

The State of Nebraska reserves the right to waive any technicalities under these specifications.

MEETS SPECIFICATION – Please indicate – (if other explain on comment line)

YES NO OTHER

X ____ ____ **1. Condition as Received:** The crushed rock salt shall arrive at the delivery point in a free-flowing and usable condition.

Other or comment _____

_____

YES NO OTHER

X ____ ____ **2. Chemical Composition:** The sodium chloride (NaCl) content in the crushed rock salt shall be no less than 95.0 percent.

Other or comment _____

_____

YES NO OTHER

X ____ ____ **3. Gradation:**

A. The crushed rock salt shall meet ASTM D632 Specifications for Sodium Chloride Type I, Grade 1.

X ____ ____ B. The crushed rock salt shall comply with the following gradation requirements:

Sieve Size	Percent Passing Sieve (by weight)
1/2-in. (12.50 mm)	100
3/8-in. (9.50 mm)	95-100
No. 4 (4.75 mm)	20-90
No. 8 (2.36 mm)	10-60
No. 30 (600 um)	0-15

Other or comment _____

_____

Bidder Instructions

Bidders must respond to the following statement. Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other", responses should be used only with a narrative response explaining in detail any deviation from the bidders ability to meet the condition, and an explanation of how this might be considered an acceptable alternative to meeting the condition.

STATE OF NEBRASKA SPECIFICATIONS FOR SOLAR SALT

May 1, 2008

The following specifications shall apply to all purchases of bulk solar salt by the Nebraska Department of Roads.

The State of Nebraska reserves the right to waive any technicalities under these specifications.

MEETS SPECIFICATION – Please indicate – (if other explain on comment line)

YES NO OTHER

____ ____ No Bid

1. Condition as Received:
The solar salt shall arrive at the delivery point in a free-flowing and usable condition.

Other or comment No bid for Solar Salt

YES NO OTHER

____ ____ No Bid

2. Chemical Composition:
The sodium chloride (NaCl) content in the solar salt shall be no less than 97.0 percent.

Other or comment No bid for Solar Salt

YES NO OTHER

3. Gradation:

____ ____ No Bid

A. The solar salt shall meet ASTM D632 Specifications for Sodium Chloride Type I, Grade 1.

____ ____ No Bid

B. The solar salt shall comply with the following gradation requirements:

Sieve Size	Percent Passing Sieve (by weight)
1/2-in. (12.50 mm)	100
3/8-in. (9.50 mm)	95-100
1/4-in (6.35 mm)	80-100
No. 4 (4.75 mm)	60-95
No. 8 (2.36 mm)	20-60
No. 30 (600 um)	0-20

Other or comment No bid for Solar Salt

BlackStrap, Inc.

P.O. Box 258

Neligh, NE 68756

Dear Panel,

Thank you for the opportunity to bid Solicitation Number 2489 OF to the State of Nebraska.

Please be assured that our company is fully capable of delivering all the product bid, to all locations bid, according to the contract specifications.

Once again, thank you.

Sincerely,

Ted D Hughes

Ted D. Hughes
President
BlackStrap, Inc.