

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	10/24/17	Page	1 of 3
Solicitation Number	5709 OF		
Opening Date and Time	11/14/17	2:00 pm	
Buyer	JULIE DABYDEEN/JULIE SCHILTZ (AS)		

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

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

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

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

Contract to supply and deliver Liquid Deicing Products to the State of Nebraska as per the attached specifications for a One (1) year period from date of award. The contract may be renewed for Four (4) additional One (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(ml 10/23/2017)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	MELTDOWN APEX - DISTRICT 1	412,500.0000	GL	_____	_____
2	MELTDOWN APEX - DISTRICT 2	9,000.0000	GL	_____	_____
3	MELTDOWN APEX - DISTRICT 3	9,000.0000	GL	_____	_____
4	MELTDOWN APEX - DISTRICT 4	360,000.0000	GL	_____	_____
5	MELTDOWN APEX - DISTRICT 5	920,000.0000	GL	_____	_____
6	MELTDOWN APEX - DISTRICT 6	265,000.0000	GL	_____	_____

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 5 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR# 2338542
VENDOR: Gmco Corporation
Address: P.O. Box 1480
Rifle CO 81650-1480

Contact Bruce Juelfs
Telephone 970-541-8834
Facsimile 970-625-9101
Email bjuelfs@gmcoCorp.com

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
7	MELTDOWN APEX - DISTRICT 7	70,500.0000	GL		
8	MELTDOWN APEX - DISTRICT 8	40,500.0000	GL		
9	BEET 55 - DISTRICT 1	9,000.0000	GL		
10	BEET 55 - DISTRICT 2	75,000.0000	GL		
11	BEET 55 - DISTRICT 3	445,500.0000	GL		
12	BEET 55 - DISTRICT 4	9,000.0000	GL		
13	BEET 55 - DISTRICT 5	9,000.0000	GL		
14	BEET 55 - DISTRICT 6	9,000.0000	GL		
15	BEET 55 - DISTRICT 7	9,000.0000	GL		
16	BEET 55 - DISTRICT 8	9,000.0000	GL		
17	FREEZGARD CI+ - DISTRICT 1	9,000.0000	GL	1.10	9,900
18	FREEZGARD CI+ - DISTRICT 2	9,000.0000	GL	1.10	9,900
19	FREEZGARD CI+ - DISTRICT 3	9,000.0000	GL	1.10	9,900
20	FREEZGARD CI+ - DISTRICT 4	9,000.0000	GL	1.10	9,900
21	FREEZGARD CI+ - DISTRICT 5	9,000.0000	GL	1.10	9,900
22	FREEZGARD CI+ - DISTRICT 6	9,000.0000	GL	1.10	9,900
23	FREEZGARD CI+ - DISTRICT 7	9,000.0000	GL	1.10	9,900
24	FREEZGARD CI+ - DISTRICT 8	9,000.0000	GL	1.10	9,900
25	NEXGEN TORCH - DISTRICT 1	9,000.0000	GL	1.15	10,350
26	NEXGEN TORCH - DISTRICT 2	9,000.0000	GL	1.15	10,350
27	NEXGEN TORCH - DISTRICT 3	9,000.0000	GL	1.15	10,350
28	NEXGEN TORCH - DISTRICT 4	9,000.0000	GL	1.15	10,350

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
29	NEXGEN TORCH - DISTRICT 5	9,000.0000	GL	<u>1.15</u>	<u>10,350</u>
30	NEXGEN TORCH - DISTRICT 6	9,000.0000	GL	<u>1.15</u>	<u>10,350</u>
31	NEXGEN TORCH - DISTRICT 7	9,000.0000	GL	<u>1.15</u>	<u>10,350</u>
32	NEXGEN TORCH - DISTRICT 8	9,000.0000	GL	<u>1.15</u>	<u>10,350</u>
33	GEOMELT 55 - DISTRICT 1	9,000.0000	GL	_____	_____
34	GEOMELT 55 - DISTRICT 2	9,000.0000	GL	_____	_____
35	GEOMELT 55 - DISTRICT 3	9,000.0000	GL	_____	_____
36	GEOMELT 55 - DISTRICT 4	9,000.0000	GL	_____	_____
37	GEOMELT 55 - DISTRICT 5	9,000.0000	GL	_____	_____
38	GEOMELT 55 - DISTRICT 6	9,000.0000	GL	_____	_____
39	GEOMELT 55 - DISTRICT 7	9,000.0000	GL	_____	_____
40	GEOMELT 55 - DISTRICT 8	9,000.0000	GL	_____	_____

INVITATION TO BID

Number 5709-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for Liquid Deicing Products contract, ITB Number 5709 OF for the purpose of selecting a qualified Bidder(s) to provide liquid deicing products. Specifications can be found in Section VII. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

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

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

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

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Bidder must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

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

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

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

II. TERMS AND CONDITIONS

Bidders should complete Section II through VII as part of their bid Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BJ			

The contract resulting from this ITB shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Contractor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BJ			

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. GOVERNING LAW

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BJ			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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

E. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BG			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

F. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BG			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

G. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BG			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

H. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BJ			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

3. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

I. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BJ			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

J. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
Bj			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

K. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
Bj			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

L. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
Bj			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

M. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
Bj			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

N. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
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The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

O. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal

program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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 DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required 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.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor 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 goods or services to be covered by any contract resulting from this ITB.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BG			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BG			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

H. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BG			

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

I. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BJ			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

J. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BJ			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BJ			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods as specified under the specifications in the contract in the event of a disaster.

L. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BJ			

Contractor certifies 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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BG			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BG			

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BG			

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. It is the responsibility of the contractor to ensure stamped weight tickets are provided for each load delivered. All "bills of lading" and invoices shall reference the purchase order number so they can be easily identified. The contractor shall issue a separate invoice for each delivery point submitted on a single purchase order.

Invoices should be sent to: NDOT Operations
P.O. Box 94759
Lincoln, NE 68509

D. PAYMENT (Statutory)

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

The Bidder must provide the following information in response to this ITB.

A. SCOPE

It is the intent of this bid invitation to establish a contract to supply and deliver liquid deicing products per the attached specifications from date of award for a period of one (1) year with the option to renew for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation To Bid and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the liquid deicing products whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the Bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

B. PRE-APPROVED PRODUCTS

Products must be the material as specified within the specifications. For this bid, only the products named below are approved. The State of Nebraska will not be accepting alternatives to the products specified for contract awards. In order to submit a bid for this solicitation, the bidder's proposed product(s) must be a "Pre-Approved Product" by the Nebraska Department of Transportation (NDOT). Products that are not on the "Pre-Approved Products list will not be considered for this Invitation to Bid (ITB). This bid is expressly for the "Pre-Approved Products listed below as this is the only products listed on the Pacific Northwest Snowfighters (PNS) Qualified Products List (QPL) that has passed NDOT laboratory testing and a NDOT field performance evaluation standard conducted during the winter months.

MeltDown Apex
Beet 55
FreezGard Cl+
Geomelt 55
NexGen Torch

C. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

D. CHANGE ORDER

This Purchase Order may be amended in writing, within scope, upon the agreement of both parties.

E. REVISIONS

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

F. PRICING

Prices quoted per district shall be unit price (per gallon) to any location within a Nebraska Department of Transportation (NDOT) District and shall be firm for one (1) year 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 in Attachment A and B for which a vendor bids and provides pricing for. At any point, Contractor shall be responsible for delivery to any additional storage and/or locations within each District that NDOT may add at any time during the term of the contract. 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 SPB a minimum of thirty (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. In no instance may a price increase be billed to the State until the contract is amended. 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. 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.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

For each of the conditions listed below, the vendor will provide a single per gallon price for delivery to all locations within the entire district.

G. ORDERS AND DELIVERY

Orders will be placed either by phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods) by NDOT Procurement stating the location, quantity and purchase order number. Orders and directions for delivery locations shall only be authorized by NDOT Procurement personnel at the Operations Division in Lincoln.

There will be no minimum order requirements. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor will immediately notify the point of contact of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Contractor will be held responsible for any/all excess costs.

If the contractor cannot make delivery as stated on the purchase order and as specified in this ITB and delays in delivery are anticipated, the Contractor will immediately notify the point of contact of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Contractor will be held responsible for any/all excess costs.

All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, invoice and stamped weight/delivery ticket.

A bill of lading containing the following information shall accompany each shipment of material:

- Purchase Order Number
- Name of product
- Destination of product
- Unit of measure and number of units being delivered
- Certified scale tickets showing weight or gallons of delivery
- Lot number of product being delivered

Shipper information (name of shipping company, tank or trailer number, and point and date of origin).

Invoices are to be sent to the "Invoice to" address on the purchase order.

The vendor will deliver liquid deicing products to designated locations as shown in The Invitation to Bid and attachment A and B. Deliveries are to be made during normal working hours, except State 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. Prior to delivery of each load, Contractor shall provide a 24-hour advanced delivery notification to NDOT District Personnel during normal working hours. When conditions justify it, delivery may be made at other times through prior arrangements with receiving personnel.

With each load delivered, Contractor must provide a legible and current Safety Data Sheet as well as application and storage details and information on the deicing material.

It is the responsibility of the vendor to determine gallons delivered from stamped scale tickets obtained from a neutral scale in the District to which the product is delivered by using the corresponding weight per gallon value or submit a stamped metered ticket from a State Certified Meter showing gallons delivered.

The vendor will be responsible for all necessary equipment to transfer liquid deicing products to purchaser's storage tanks. If the liquid deicing products exhibits excessive foaming characteristics during loading, unloading or agitation the vendor will provide at no extra cost to the State, an anti-foaming agent.

Please see Attachment A – District Map and Attachment B – Annual Usage and Locations for Districts and Delivery Locations.

State holidays are as follows:

New Year's Day	January 1*
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25*

*When the starred holiday falls on a Saturday, it shall be observed on the preceding day. When the starred holiday falls on a Sunday, it shall be observed on the following day.

Shipments of liquid deicing products to specified locations within the district will be in truckloads of approximately 4500 gallon.

At time of delivery, a designated State of Nebraska employee will sign the "bill of lading". This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

H. FIELD INSPECTION, UNLOADING, SAMPLING and TESTING

Prior to delivery of each load, Contractor shall provide a 24-hour advanced delivery notification to NDOT District Personnel during normal working hours as specified under "Orders and Delivery."

Contractors shall not offload any material without affording the Nebraska Department of Transportation (NDOT) an opportunity to conduct the field inspection, sampling or testing. Sampling of the liquid deicing products will be conducted by the Department. A one-gallon sample may be taken at the point of delivery from either the tanker truck or from the Department's receiving tank (if the tank was empty prior to delivery). Samples obtained from the tanker truck will be taken from the transfer hose, in one-third increments as the product is being transferred. Offloading of material without affording NDOT an opportunity to conduct said work shall deem the delivered material non-compliant and is subject to total rejection. Only with prior written approval granted by NDOT shall the Contractor offload any material without field inspection, sampling and testing.

All testing will be conducted by NDOT and the field samples will be large enough for additional testing. Field samples will be retained for three months and records of the tests will be retained by NDOT. Samples sent to the NDOT Laboratory will be tested for conformance to specification during the year. Each product may be tested for the specific parameters in the materials specifications. If a sample fails to comply with the specification requirements stipulated herein, the price adjustments specified in Attachment C may apply. The Contractor will be notified immediately of the material not meeting specifications and the Contractor will be expected to take action to correct the problem. All deliveries may cease until the Department determines that the required specifications are being met and that adequate quality control has been re-established by the Contractor. The Contractor may also be held responsible for the cost of removal cleanup of all delivered material that fails to comply with this specification. Test results from the NDOT Laboratory will be final and in the best interest of NDOT. In the event a liquid deicing product fails more than one test requirement, resulting in more than one price adjustment, the highest resulting price adjustment will be the adjustment applied. Attachment C outlines the price reduction guide for Non-Conforming Liquid Deicing Products.

VI. INVITATION TO BID - GENERAL PROVISIONS

A. 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.

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

"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 shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
BJ			1. 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 quotation.
BJ			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
BJ			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB 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).
NOTES/COMMENTS:			

c. BASIS OF ACCEPTANCE/BID COMPLIANCE

YES	NO	NO & PROVIDE ALTERNATIVE	
BJ			1. Vendor certifies that any liquid deicing products furnished under this Contract will be in compliance with the specifications for the duration of the Contract Period
NOTES/COMMENTS:			

C. ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Products bid must be the brand as specified on each line of the Bid Document. The State will not be accepting alternatives to the brands specified.
NOTES/COMMENTS:			

D. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Annual usage figures (Attachment B) 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.
NOTES/COMMENTS:			

E. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The vendor shall, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount, and volume purchased by the NDOT for each location within each District. Information may be requested at any time by the SPB, as determined by the State.
NOTES/COMMENTS:			

F. DELIVERY LOCATIONS/INSTRUCTIONS (BIDDER IS CERTIFYING THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. For each District bid, Bidder certifies they can meet delivery to all locations within a District as specified in Attachment A and B. Additionally, Bidder agrees to delivery to any additional storage and/or locations within each District that NDOT may add at any time during the term of the contract.</p>
<p>NOTES/COMMENTS:</p>			

G. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. 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 during the initial warranty period with no additional charges for shipping or restocking.</p>
<p>NOTES/COMMENTS:</p>			

H. J. AUTHORIZED DEALER

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Bidder certifies they are the manufacturer or an authorized dealer of the liquid deicing products and that it is not a primarily a transporter of goods for hire, and if awarded a contract, the contractor will either use its privately-owned equipment for delivery of liquid deicing products or obtain transportation through a non-owned duly licensed common carrier. Bidder may be required to substantiate that he/she is the manufacturer or an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract.</p>
<p>NOTES/COMMENTS:</p>			

I. SUBSTITUTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
BJ			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.
NOTES/COMMENTS:			

J. SECRETARY OF STATE REGISTRATION REQUIREMENTS

CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES

YES	NO	*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.
	BJ	<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder 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.</p>
	BJ	2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
BJ		3. 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.

VII. INVITATION TO BID - LIQUID DEICING PRODUCTS TECHNICAL SPECIFICATIONS

A. 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.

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

"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 shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
BY			1. 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 quotation.
BY			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
BY			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB 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).
NOTES/COMMENTS:			

C. PRODUCT SPECIFICATIONS

I. MeltDown Apex			
YES	NO	No & Provide Alternative	1. Product Specifications
	BY		A. Total Settleable Solids, ≤ 1.0 %
	BY		B. Solids Passing #10 Sieve, ≥ 99.0 %
	BY		C. Corrosion Rate, > 70 % less corrosive than NaCl
	BY		D. Arsenic, < 5.0 ppm
	BY		E. Barium, < 100.0 ppm
	BY		F. Cadmium, < 0.20 ppm
	BY		G. Chromium, < 1.0 ppm
	BY		H. Copper, < 1.0 ppm

	BY		I. Lead, < 1.0 ppm
	BY		J. Mercury, < 0.05 ppm
	BY		K. Selenium, < 5.0 ppm
	BY		L. Zinc, < 10.00 ppm
	BY		M. Phosphorus, < 2500. ppm
	BY		N. Cyanide, < 0.20 ppm
	BY		O. Magnesium Chloride, 28.0 – 31.0%
	BY		P. pH, 6.0 – 9.0
	BY		Q. Specific Gravity, 1.280 – 1.310
	BY		R. Freezing Point, -4°F or colder when diluted 1:1 with water
	BY		S. Proprietary Apex Additive, 0.01 - 5 %
Notes/Comments:			

YES	NO	No & Provide Alternative	2. The liquid deicing product shall be tested by the NDOT Laboratory in accordance with the following applicable methods of tests.
	BY		A. Magnesium Chloride, percent – Modified Atomic Absorption Spectrometric Method as described in Test Method A in the Pacific Northwest Snowfighters (PNS).
	BY		B. pH – ASTM D1293, except the material tested will be composed of one part deicer and four parts distilled water.
	BY		C. Specific Gravity – ASTM D1429, Test Method A, Pycnometer at 68°F (20°C) ± 1°.
	BY		D. Corrosion Rate – National Association of Corrosion Engineers (NACE) Standard TM-01-69 (2000) revision as modified by Pacific Northwest Snowfighters (PNS) in Test Method B.
	BY		E. Total Settleable Solids – Test Method C at 0° of the Pacific Northwest Snowfighters (PNS) Specification and Test Method for Snow and Ice Control Chemical Products.
	BY		F. Solids Passing a #10 Sieve – Test Method C at 0° of the Pacific Northwest Snowfighters (PNS) Specification and Test Method for Snow and Ice Control Chemical Products.
	BY		G. Freezing Point – ASTM D1177
Notes/Comments:			

If an alternate method of testing is used, please indicate the procedure employed.

YES	NO	No & Provide Alternative	3. Blending
	BY		A. The finished deicing product, including corrosion inhibitors, must be completely accomplished at the original manufacturing plant location. Post adding of corrosion inhibitors or any other ingredients and splash mixing is unacceptable after the product has left the original manufacturing plant.
Notes/Comments:			

END OF MELTDOWN APEX SPECIFICATIONS

II. Beet 55			
YES	NO	No & Provide Alternative	1. Specifications
	BA		A. Total Settleable Solids, ≤ 1.0 %
	BA		B. Solids Passing #10 Sieve, ≥ 99.0 %
	BA		C. Corrosion Rate, > 70 % less corrosive than NaCl
	BA		D. Arsenic, < 5.0 ppm
	BA		E. Barium, < 100.0 ppm
	BA		F. Cadmium, < 0.20 ppm
	BA		G. Chromium, < 1.0 ppm
	BA		H. Copper, < 1.0 ppm
	BA		I. Lead, < 1.0 ppm
	BA		J. Mercury, < 0.05 ppm
	BA		K. Selenium, < 5.0 ppm
	BA		L. Zinc, < 10.00 ppm
	BA		M. Phosphorus, < 2500. ppm
	BA		N. Cyanide, < 0.20 ppm
	BA		O. Specific Gravity, 1.280 – 1.340
	BA		P. pH, 6.0 – 10.0
	BA		Q. Freezing Point, -5°F or lower
Notes/Comments:			

YES	NO	No & Provide Alternative	2. The liquid deicing product shall be tested by the NDOT Laboratory in accordance with the following applicable methods of tests.
	BA		A. pH – ASTM D1293, except the material tested will be composed of one part deicer and four parts distilled water.
	BA		B. Specific Gravity – ASTM D1429, Test Method A, Pycnometer at 68°F (20°C) ± 1°.
	BA		C. Corrosion Rate – National Association of Corrosion Engineers (NACE) Standard TM-01-69 (2000) revision as modified by Pacific Northwest Snowfighters (PNS) in Test Method B.
	BA		D. Total Settleable Solids – Test Method C at 0° of the Pacific Northwest Snowfighters (PNS) Specification and Test Method for Snow and Ice Control Chemical Products.
	BA		E. Solids Passing a #10 Sieve – Test Method C at 0° of the Pacific Northwest Snowfighters (PNS) Specification and Test Method for Snow and Ice Control Chemical Products.
	BA		F. Freezing Point – ASTM D1177
Notes/Comments:			

If an alternate method of testing is used, please indicate the procedure employed.

YES	NO	No & Provide Alternative	3. Blending
	Bj		A. The finished deicing product, including corrosion inhibitors, must be completely accomplished at the original manufacturing plant location. Post adding of corrosion inhibitors or any other ingredients and splash mixing is unacceptable after the product has left the original manufacturing plant.
Notes/Comments:			

END OF BEET 55 SPECIFICATIONS

IV. FreezGard CI Plus			
YES	NO	No & Provide Alternative	1. Specifications
Bj			A. Total Settleable Solids, ≤ 1.0 %
Bj			B. Solids Passing #10 Sieve, ≥ 99.0 %
Bj			C. Corrosion Rate, > 70 % less corrosive than NaCl
Bj			D. Arsenic, < 5.0 ppm
Bj			E. Barium, < 100.0 ppm
Bj			F. Cadmium, < 0.20 ppm
Bj			G. Chromium, < 1.0 ppm
Bj			H. Copper, < 1.0 ppm
Bj			I. Lead, < 1.0 ppm
Bj			J. Mercury, < 0.05 ppm
Bj			K. Selenium, < 5.0 ppm
Bj			L. Zinc, < 10.00 ppm
Bj			M. Phosphorus, < 2500. ppm
Bj			N. Cyanide, < 0.20 ppm
Bj			O. Magnesium Chloride, 27.0 – 31.0%
Bj			P. Specific Gravity, 1.260 – 1.320
Bj			Q. pH, 6.0 – 9.0
Bj			R. Freezing Point, 5°F or lower
Notes/Comments:			

YES	NO	No & Provide Alternative	2. The liquid deicing product shall be tested by the NDOT Laboratory in accordance with the following applicable methods of tests.
Bj			A. Magnesium Chloride, percent – Modified Atomic Absorption Spectrometric Method as described in Test Method A in the Pacific Northwest Snowfighters (PNS).
Bj			B. pH – ASTM D1293, except the material tested will be composed of one part deicer and four parts distilled water.
Bj			C. Specific Gravity – ASTM D1429, Test Method A, Pycnometer at 68°F (20°C) ± 1°.
Bj			D. Corrosion Rate – National Association of Corrosion Engineers (NACE) Standard TM-01-69 (2000) revision as modified by Pacific Northwest Snowfighters (PNS) in Test Method B.
Bj			E. Total Settleable Solids – Test Method C at 0° of the Pacific Northwest Snowfighters (PNS) Specification and Test Method for Snow and Ice Control Chemical Products.
Bj			F. Solids Passing a #10 Sieve – Test Method C at 0° of the Pacific Northwest Snowfighters (PNS) Specification and Test Method for Snow and Ice Control Chemical Products.
Bj			G. Freezing Point – ASTM D1177

Notes/Comments:

If an alternate method of testing is used, please indicate the procedure employed.

YES	NO	No & Provide Alternative	3. Blending
By			A. The finished liquid deicing product, including corrosion inhibitors, must be completely accomplished at the original manufacturing plant location. Post adding of corrosion inhibitors or any other ingredients and splash mixing is unacceptable after the product has left the original manufacturing plant.
Notes/Comments:			

END OF FREEZGARD CI PLUS SPECIFICATIONS

V. Geomelt 55			
YES	NO	No & Provide Alternative	1. Specifications
	By		A. Total Settleable Solids, ≤ 1.0 %
	By		B. Solids Passing #10 Sieve, ≥ 99.0 %
	By		C. Corrosion Rate, > 70 % less corrosive than NaCl
	By		D. Arsenic, < 5.0 ppm
	By		E. Barium, < 100.0 ppm
	By		F. Cadmium, < 0.20 ppm
	By		G. Chromium, < 1.0 ppm
	By		H. Copper, < 1.0 ppm
	By		I. Lead, < 1.0 ppm
	By		J. Mercury, < 0.05 ppm
	By		K. Selenium, < 5.0 ppm
	By		L. Zinc, < 10.00 ppm
	By		M. Phosphorus, < 2500. ppm
	By		N. Cyanide, < 0.20 ppm
	By		O. Specific Gravity, 1.260 – 1.280
	By		P. pH, 6.0 – 10.0
	By		Q. Freezing Point, 0°F or lower
Notes/Comments:			

YES	NO	No & Provide Alternative	2. The liquid deicing product shall be tested by the NDOT Laboratory in accordance with the following applicable methods of tests.
	By		A. pH – ASTM D1293, except the material tested will be composed of one part deicer and four parts distilled water.
	By		B. Specific Gravity – ASTM D1429, Test Method A, Pycnometer at 68°F (20°C) ± 1°.
	By		C. Corrosion Rate – National Association of Corrosion Engineers (NACE) Standard TM-01-69 (2000) revision as modified by Pacific Northwest Snowfighters (PNS) in Test Method B.
	By		D. Total Settleable Solids – Test Method C at 0° of the Pacific Northwest Snowfighters (PNS) Specification and Test Method for Snow and Ice Control Chemical Products.

			E. Solids Passing a #10 Sieve – Test Method C at 0° of the Pacific Northwest Snowfighters (PNS) Specification and Test Method for Snow and Ice Control Chemical Products.
			F. Freezing Point – ASTM D1177
Notes/Comments:			

If an alternate method of testing is used, please indicate the procedure employed.

YES	NO	No & Provide Alternative	3. Blending
			A. The finished deicing product, including corrosion inhibitors, must be completely accomplished at the original manufacturing plant location. Post adding of corrosion inhibitors or any other ingredients and splash mixing is unacceptable after the product has left the original manufacturing plant.
Notes/Comments:			

END OF GEOMELT 55 SPECIFICATIONS

VI. NexGen Torch			
YES	NO	No & Provide Alternative	1. Specifications
			A. Total Settleable Solids, ≤ 1.0 %
			B. Solids Passing #10 Sieve, ≥ 99.0 %
			C. Corrosion Rate, > 70 % less corrosive than NaCl
			D. Arsenic, < 5.0 ppm
			E. Barium, < 100.0 ppm
			F. Cadmium, < 0.20 ppm
			G. Chromium, < 1.0 ppm
			H. Copper, < 1.0 ppm
			I. Lead, < 1.0 ppm
			J. Mercury, < 0.05 ppm
			K. Selenium, < 5.0 ppm
			L. Zinc, < 10.00 ppm
			M. Phosphorus, < 2500. ppm
			N. Cyanide, < 0.20 ppm
			O. Magnesium Chloride, 27.0 – 31.0%
			P. Specific Gravity, 1.249 – 1.340
			Q. pH, 6.0 – 9.0
			R. Freezing Point, 0°F or lower
Notes/Comments:			

YES	NO	No & Provide Alternative	2. The liquid deicing product shall be tested by the NDOT Laboratory in accordance with the following applicable methods of tests.
			A. Magnesium Chloride, percent – Modified Atomic Absorption Spectrometric Method as described in Test Method A in the Pacific Northwest Snowfighters (PNS).
			B. pH – ASTM D1293, except the material tested will be composed of one part deicer and four parts distilled water.

Bj			C. Specific Gravity – ASTM D1429, Test Method A, Pycnometer at 68°F (20°C) ± 1°.
Bj			D. Corrosion Rate – National Association of Corrosion Engineers (NACE) Standard TM-01-69 (2000) revision as modified by Pacific Northwest Snowfighters (PNS) in Test Method B.
Bj			E. Total Settleable Solids – Test Method C at 0° of the Pacific Northwest Snowfighters (PNS) Specification and Test Method for Snow and Ice Control Chemical Products.
Bj			F. Solids Passing a #10 Sieve – Test Method C at 0° of the Pacific Northwest Snowfighters (PNS) Specification and Test Method for Snow and Ice Control Chemical Products.
Bj			G. Freezing Point – ASTM D1177
Notes/Comments:			

If an alternate method of testing is used, please indicate the procedure employed.

YES	NO	No & Provide Alternative	3. Blending
Bj			B. The finished deicing product, including corrosion inhibitors, must be completely accomplished at the original manufacturing plant location. Post adding of corrosion inhibitors or any other ingredients and splash mixing is unacceptable after the product has left the original manufacturing plant.
Notes/Comments:			

END OF NEXGEN TORCH SPECIFICATIONS

Form A
Bidder Contact Sheet
Invitation To Bid Number 5709 OF

Form A should be completed and submitted with each response to this ITB. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	GMCO Corporation
Bidder Address:	PO Box 1480 Rifle CO 81650
Contact Person & Title:	Bruce Juelfs Mgr. of Business Development
E-mail Address:	bjuelfs@gmco corp.com
Telephone Number (Office):	800-244-2148
Telephone Number (Cellular):	970-541-8834
Fax Number:	970-625-9101

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	Bruce Juelfs
Bidder Address:	P.O. Box 232 Potter NE 69150
Contact Person & Title:	Bruce Juelfs Mgr. of Business Development
E-mail Address:	bjuelfs@gmco corp.com
Telephone Number (Office):	800-244-2148
Telephone Number (Cellular):	970-541-8834
Fax Number:	970-625-9101

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

<input checked="" type="checkbox"/> I am a citizen of the United States.
— OR —
<input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____ and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<u>Jeremy Dean Henderson</u> <small>(first, middle, last)</small>
SIGNATURE	
DATE	<u>11-2-17</u>

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

GMCO CORPORATION

a Colorado corporation is authorized to transact business in Nebraska;

**that no occupation taxes due from and assessable against the Corporation are
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the
Corporation to the Secretary of State has become delinquent;**

that a Certificate of Withdrawal has not been filed.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

October 31, 2017

A handwritten signature in blue ink that reads "John A. Gale".
Secretary of State

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: November 3, 2017

To: All Bidders

From: Julie Dabydeen/ Julie Schiltz, Buyers
AS Materiel State Purchasing

RE: Addendum for Invitation to Bid Number 5709 OF
to be opened November 14, 2017 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			As mentioned on the phone. We signed a contract extension back in the beginning of August on contract number 14322 OC with the original/bid document being 5052 OF. The extension is from August 26, 2017 through May 25, 2018.	The contract extension from August 26, 2017 to May 25, 2018 will be terminated when resulting bids from 5709-OF are accepted and formalized into new contracts.
2.	Section I, Letter O	10	Section I, Letter O, Page 10. – We would like to bid on an original bid product as well as offer an alternative which is comparable but will perform better than the original bid product. The price would be the same for either product. Where do we fill out the alternative product submission?	Section I.O. is hereby deleted. This ITB is for the five (5) deicing products listed in Section V, Letter B. NDOT is not accepting alternative products for bid.
3.	Section VII, Letter C	36	Section VII, Letter C, Page 36, Specification Q.- After discussions last year, It was	Section VII, Letter C, Page 36, Specification Q shall be amended to a freezing point of

Bruce Julek 11-7-17

			agreed upon and tested, that the freeze point specification for Beet 55 would be less than or equal to 0 degrees Fahrenheit. Was this printed incorrectly or has the specification been changed?	0 degrees Fahrenheit or lower.
4.	Line 2 & 3	1	For Planning purposes, MeltDown Apex is listed for 9,000 gallons for District 2 and 3. If our bid is accepted, is the 9,000 gallons a maximum allowed or could it be greater based on the State's need or desire to order?	The 9,000 gallons listed for Districts 2, 3 and 4 is an estimated usage only. The amount may be greater or less depending on NDOT's needs.

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.

Bruce Juehl 11-7-17