



===TRANSMISSION SHEET===

Date: October 16, 2018

To: GYALE CALLAHAN-WOLFING (AS) (SOS)

Fm: Robert E. Gavin, Jr., - BSAI

Ref: Offer – Solicitation (ITC) 5934 OF

Detail Dear Ms. Callahan-Wolfing:

Please find attached herewith our offer. We have submitted for your review:

- a) The ITC document
- b) Attachments A&B
- c) Executed Addendum

We are pleased to offer the brining salt as manufactured by Intrepid Potash of Greely, CO for whom we are a distributor. We will be happy to forward a Purchasing Agreement to your attention upon request.

The specific brand we are offering, Intrepid Medium Salt, is the specific 8C-B type salt noted on the PNW QPL sheet. All material will be shipped out of Greely, CO.

Thank you for your consideration of our offer and hope we can answer any questions or issues that might arise. In the meantime,

Very Truly and Respectfully Yours,

Robert Gavin, Jr.
Vice President and General Manager



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	9/28/18	Page	1 of 1
Solicitation Number	5934 OF		
Opening Date and Time	10/17/18	2:00 pm	
Buyer	GAYLE CALLAHAN-WOLFING (AS) (SOS)		

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 AFFIDAVIT: 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 Fine Gradation Brining Salt 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.

(cp 9/26/18)

INVITATION

SEE ATTACHMENT A FOR LIST
OF DELIVERY LOCATIONS

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0.5 % 10 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 10 ARO 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# 2513068
VENDOR: BSA INTERCONTINENTAL, LLC.
Address: 36 NIGHTHAWK STREET; IRVINE, CA 92604

Contact ROBERT E. GAVIN, JR.
Telephone 949-600-3802
Facsimile 949-266-8475
Email bgavin@bsaintercontinental.com

INVITATION TO BID

Number 5934-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 a commodity contract, ITB Number 5934 OF for the purpose of selecting a qualified Bidder to provide Fine Gradation Brining Salt. Specifications can be found in Section VI, Clause C. 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. § 84-602.04, 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.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/s (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the ITB, ITB (written solicitation) or contract are completed.

Invalid Bid: i.e., a fax or email response for a term contract.

Invitation to Bid (ITB): A written solicitation utilized for obtaining competitive offers.

Late Bid: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

NDOT: Nebraska Department of Transportation

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal bids.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the ITB, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

Proposal: See Bid.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to an ITB or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Responsible Bidder: A Bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A Bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Service: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or goods under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Fine Gradation Brining Salt at a competitive and reasonable cost. A detailed description can be found in Section VI, Clause C.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Gayle Callahan-Wolfing
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materielpurchasing@nebraska.gov

C. COMMUNICATION WITH STATE STAFF

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the SPB; and,
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

D. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1	Release ITB.	9/28/2018
2	Last day to submit written questions.	10/8/2018
3	State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/material/purchasing.html .	10/10/2018
4	Bid opening: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/material/purchasing.html .	10/17/2018 2:00 PM Central Time

ACTIVITY		DATE/TIME
5	Review for conformance of mandatory requirements.	TBD
6	Evaluation period.	TBD
7	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html .	TBD
8	Contract finalization period.	TBD
9	Contract award.	TBD
10	Contractor start date.	11/1/2018

E. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 5934 OF; Fine Gradation Brining Salt Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

F. RECYCLING (§ 81-15,159(d)(2))

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. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

H. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

I. 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 Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB 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.

J. SAMPLES

When required, samples shall be furnished at the Bidder's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the Bidder's name, the ITB 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 reserves the right to request samples even though this may not have been set forth in the ITB. Samples not destroyed in testing will be returned at Bidder's expense, if requested, or will be donated to a public institution.

K. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this ITB, including any activity related to bidding on this ITB.

L. 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.

M. PRICES

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid until an award is made, or the ITB is cancelled.

Prices quoted on the Fine Gradation Brining Salt Bid Sheet (Attachment A) shall remain fixed for the first full year of the contract. Any request for a price increase subsequent to the first year must be submitted in writing to the SPB for approval a minimum of 30 days prior to proposed effective date of increase, and be accompanied by documentation justifying the price increase. These documents include, but are not limited to the following:

1. Invoices for physical components of contracted items.
2. Manufacturer letter of price increase, if applicable. Further documentation may be required by the State to justify the increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties. The State will be given full proportionate benefit of any decrease for the term of the contract.

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.

N. DEVIATIONS FROM THE INVITATION TO BID

The requirements contained in the ITB Section V become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Section V must be clearly defined by the Bidder in its bid and, if accepted

by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

O. ALTERNATE/EQUIVALENT BIDS

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, 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 ITB 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 specification, and the Bidder shall be held liable therefore.

P. VALID BID TIME

Bids shall be firm for a minimum of ninety (90) calendar days after the opening date, unless otherwise stipulated by either party in the ITB.

Q. 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.

R. BID REQUIREMENTS

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II, III, IV, VI, and Attachments A and B in their entirety;
4. Any products being submitted for this bid that haven't been previously used or qualified by the Nebraska Department of Transportation must also be accompanied by two (2) one-gallon containers of product along with the chemical, biological, and physical analyses performed by an independent laboratory with American Association for Laboratory Accreditation (ISO 17025). Products that appear on the Pacific Northwest Snowfighters (PNS) Qualified Products List under "Category 8C-B Fine Gradation Brining Salt, insoluble material less than 1% and moisture less than 0.5%" already satisfy this requirement. The Pacific Northwest Snowfighters QPL can be found at: <http://pnsassociation.org/wp-content/uploads/PNS-QPL-5-16-18-1.pdf>

S. FAILURE TO COMPLY WITH INVITATION TO BID

Violation of the terms and conditions contained in this ITB or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;

5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

T. SUBMISSION OF BIDS

ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!

Only one (1) original bid shall be submitted. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section I, Part B on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

Sealed bids must be received in the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. No late bids will be accepted.

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 is as follows:
<http://das.nebraska.gov/materiel/purchasing.html>

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in this ITB.

U. EMAIL SUBMISSIONS

The SPB will not accept bids by email except for one-time purchases under \$50,000.00.

V. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

W. LATE BIDS

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

X. BID OPENING

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

Y. BID TABULATIONS

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

Z. BEST AND FINAL OFFER

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

AA. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

BB. REJECTION OF BIDS

The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.

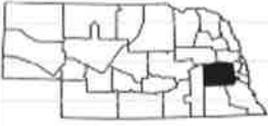
CC. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder 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. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

DD. AWARD

1. All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.
2. By submitting a bid in response to this ITB, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.
3. Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>
4. The protest procedure is available on the Internet at: [http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)
5. Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.
6. The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the State and such waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:
 - a. Accept or reject a portion of or all of a bid;
 - b. Accept or reject all bids;
 - c. Withdraw the ITB;
 - d. Elect to rebid the ITB;
 - e. Award single Superintendent Areas or multiple Superintendent Areas to one or more Bidders; or,
 - f. Award one or more complete contracts.
7. The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

- a. Pricing;
 - i. Bids will be evaluated and awarded by Line Item (Superintendent Area), based upon the Line Item Superintendent Area total extended price.
 - ii. The formula for extended price* for each yard is as follows:
 - a) Superintendent Area est. annual usage x bid price per ton = Extended Price
 - iii. It is not necessary for vendors to calculate *Superintendent Area total extended price* – the furnished spreadsheet, included as Attachment A, will accomplish this automatically when pricing data is entered.

Vendor Name: <u>SALT-USA, Inc.</u>			Combined Superintendent Area estimated annual requirement (tons)	<u>BID</u> Price per Ton
Superintendent Area	Yards	Addresses		
110 	David City	235 Iowa St, 68632	750	\$40.00
	Greenwood	12909 238th St, 68366		
	Lincoln - Superior	302 Superior St, 68521		
	Seward	2500 NE Hwy 15, 68434		
	Wahoo	2311 Aspen St, 68066		
Extended Price →				\$30,000.00

- b. Location;
- c. Quality;
- d. Delivery time; and,
- e. State contract management requirements and/or costs.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI, and Attachments A and B 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:
			

1. 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.
2. 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:
 - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority;
 - b. Executed Contract and any attached addenda;

- c. Amendments to ITB and any questions and answers;
- d. The original ITB document and any addenda; and,
- e. 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:
			

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:
			

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.

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

- E. BREACH**
- F. NON-WAIVER OF BREACH**
- G. SEVERABILITY**
- H. INDEMNIFICATION**
- I. ATTORNEY'S FEES**
- J. ASSIGNMENT, SALE, OR MERGER**
- 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:
			

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**
- M. CONFIDENTIALITY**
- N. EARLY TERMINATION**
- O. CONTRACT CLOSEOUT**

III. CONTRACTOR DUTIES

- A. INDEPENDENT CONTRACTOR / OBLIGATIONS**
- 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**
- E. PERMITS, REGULATIONS, LAWS**
- F. NOTICE OF POTENTIAL CONTRACTOR BREACH**
- G. ANTITRUST**
- H. CONFLICT OF INTEREST**
- I. STATE PROPERTY**
- J. SITE RULES AND REGULATIONS**
- K. ADVERTISING**

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

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.

L. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten mark]</i>			

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:
<i>B</i>			

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

TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>B</i>			

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.

B. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>B</i>			

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 delivery tickets 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. When applicable, the Fuel Cost Adjustment shall be shown as a separate line item on the invoice (see Fuel Cost Adjustment criteria and examples in specifications section V.E). Invoices should be sent to the "Invoice To" address on the Purchase Order

C. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>B</i>			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

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 Fine Gradation Brining Salt per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4) one-year periods when mutually agreeable to the vendor and the State. 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.

All items bid shall be of the latest manufacture in production as of the date of the ITB 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 Fine Gradation Brining Salt whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may 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. AMENDMENT

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

C. CHANGE ORDER

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

D. 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.

E. PRICING

Prices quoted shall be unit price (a flat fixed price per ton) per Superintendent Area 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 to any location within a Nebraska Department of Transportation (NDOT) Superintendent Area, as specified in Attachment A. At any point, Contractor shall be responsible for delivery to any additional storage and/or locations within each Superintendent Area 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 ton price for delivery to any location (yard) within the entire Superintendent Area. Locations (yards) and Estimated Annual Requirements per Superintendent Area, are provided in Attachment A.

Fuel Cost Adjustment (FCA) for delivery – Diesel Due to price fuel price volatility, adjustments in pricing both upward and downward, will be required to offset changes in the cost of fuel. The following process will be utilized in order to account for and accommodate fuel price volatility:

The Contractor shall set their bid price for the delivered commodity based on fuel prices for the month prior to the bid opening. During the term of the contract, for all orders placed, accommodations for changes in the retail price of fuel will be made for delivery of full loads by semi-truck from the origin (mine or transloading facility) to the destination as follows: The Contractor must specify the origin of the product for each destination. If more than one origin is to be used for a destination, the one closest to the destination will be used for calculating the FCA. In the event that the origin changes during the contract period, the Contractor must furnish documentation to the state confirming such change. The state will be the sole judge as to the validity of the documentation. The origin will not be changed more than once per year. For the purpose of calculating the FCA in this contract, the following formulas and values will be used: The distance (d_i), from the origin to each destination (D_i) will be established by the state. The approximate average fuel economy (E) will be 5 miles/gallon for all vendors and destinations. The calculated amount of fuel (F_i) used for delivery to each destination will be the distance divided by the fuel economy, rounded to the nearest gallon.

$$F_i = d_i/E.$$

Monthly average diesel fuel prices will be based on data from the Nebraska Energy office website on the page titled "Average Monthly Retail On-Highway Diesel Fuel Prices in Nebraska". <http://www.neo.ne.gov/statshtml/96.htm> The initial price index (P₀) will be the monthly average for the month prior to the date of the contract. After contract starts, the monthly price (P_m) will be monitored and monthly adjustments will begin in the month following the contract start date. The amount of the FCA for each destination will be the fuel used (as calculated above) multiplied by the difference (ΔP) between the monthly retail price (P_m) and the initial price index (P₀).

$$\Delta P = P_m - (P_0)$$

$$FCA_i = \Delta P * F_i$$

The State shall calculate the FCA for each destination and include the amount on the invoice for deliveries made. The State will supply an Excel spreadsheet to the vendor with the destinations and all necessary data so that the vendor need only enter the monthly fuel price. All of the calculations will be done automatically to determine the FCA. All invoices dated in a given calendar month shall use the monthly price (P_m) for the preceding month.

- Di = Destination (final point of delivery)
- di = Approximate distance from the Origin to each Destination, miles
- E = Approximate Average Fuel Economy, miles/gallon
- Fi = Fuel used for delivery to a particular Destination, gallons
- P0 = Initial Price Index, \$/gallon
- Pm = Monthly Retail Price, \$/gallon
- ΔP = Pm-(P0) = Difference between Monthly Retail Price and Initial Index Price, \$/gallon
- FCAi = ΔP*Fi = Fuel Cost Adjustment for a particular Destination, \$

Example 1:

Origin	D2	d2	E	F2	P0	Pm
Kanopolis, KS	Chadron, NE	505 miles	5 miles/gal	d2/E = 505/5 = 101 gal	\$4.00/gal	\$4.42/gal

ΔP
\$4.42
- \$4.00
= \$0.42

FCA2
ΔP*F2 = \$0.42*101 = \$42.42

Example 2:

Origin	D3	d3	E	F3	P0	Pm
Kanopolis, KS	Columbus, NE	230 miles	5 miles/gal	$d3/E = 230/5 = 46 \text{ gal}$	\$4.00/gal	\$3.78/gal

ΔP \$3.78 - \$4.00 = -\$0.22	FCA3 $\Delta P * F3 = -\$0.22 * 46 = (\$10.12)$
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F. ORDERS AND DELIVERY

1. 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 personnel.
2. Orders will be placed as needed to refill salt storage facilities. Delivery of orders shall be completed no more than ten (10) days ARO.
3. 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.
4. FAILURE TO DELIVER
 - a. 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.
 - b. The State reserves the right to cancel orders and order salt from another vendor when the Contractor is unable to complete an order as specified in this ITB. The difference in cost between contracted amount and that which is paid by the State will be charged to the account of the original Contractor.
5. 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. Invoices are to be sent to the "Invoice to" address on the purchase order.
6. Deliveries are to be made during normal working hours, except State holidays, between 8:00 a.m. and 4:00 p.m., Monday – Friday. 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. If an emergency exists, delivery may be made through prior arrangements with receiving personnel.
7. 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.*

8. Shipments of Fine Gradation Brining Salt to specified locations within the Superintendent Area will be in truckloads of approximately 25 tons.
9. At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." 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.

VI. INVITATION TO BID - 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	
<i>B</i>			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.
<i>B</i>			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.
<i>B</i>			3. No interpretation related to the meaning of bid specifications 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

YES	NO	NO & PROVIDE ALTERNATIVE	
<i>B</i>			1. Condition as Received: The Fine Gradation Brining Salt shall arrive at the delivery point in a free-flowing and usable condition.
<i>B</i>			2. All bidders must include with their bid submission a completed Attachment B (FINE GRADATION BRINING SALT PRODUCT CHECKLIST), and list on that form each product and/or supplier origin they intend to utilize in fulfilling the contract.
<i>B</i>			3. Any products being submitted for this bid that haven't been previously used or qualified by the Nebraska Department of Transportation must also be accompanied by two (2) one-gallon containers of product along with the chemical, biological, and physical analyses performed by an independent laboratory with American Association for Laboratory Accreditation (ISO 17025). Products that appear on the Pacific Northwest Snowfighters (PNS) Qualified Products List under "Category 8C-B Fine Gradation Brining Salt, insoluble material less Than 1% and moisture less than 0.5%" already satisfy this

			<p>requirement. The PNS QPL can be found at: http://pnsassociation.org/wp-content/uploads/PNS-QPL-5-16-18-1.pdf</p> <p>Samples of Fine Gradation Brining Salt (when required) shall be provided at the time of bid at no cost to the State and will not be returned to the Bidder upon completion of testing conducted by the (using/testing agency). Samples of Fine Gradation Brining Salt is to be of material and construction as bid. Bids may be rejected based on the quality of samples provided.</p> <p>Subsequent to award, (during the term of the contract) samples may also be required within ten (10) calendar days of a written request. Failure to provide samples or samples not meeting the specifications may constitute a breach of the contract.</p> <p>Sample(s) shall be shipped to: Nebraska Department of Transportation Materials and Research Division Chemistry Laboratory 1400 HWY 2 Lincoln, NE 68502</p> <p>Receiving hours are between 9:00 A.M. and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).</p>																														
<i>B</i>			<p>4. The chemical, biological, and physical analyses of all products must satisfy the standard limits and testing requirements detailed in Attachment C (GENERAL SPECIFICATIONS). Products that appear on the Pacific Northwest Snowfighters (PNS) Qualified Products List under "Category 8C-B Fine Gradation Brining Salt, insoluble material less than 1% and moisture less than 0.5%" satisfy this requirement.</p>																														
<i>B</i>			<p>5. The FINE GRADATION BRINING SALT shall conform to the following requirements as provided in the table below:</p> <table border="1"> <thead> <tr> <th rowspan="2">Requirement</th> <th colspan="2">Specification</th> <th rowspan="2">Test Method</th> </tr> <tr> <th>Sieve</th> <th>Passing</th> </tr> </thead> <tbody> <tr> <td rowspan="5">Gradation</td> <td>No. 4</td> <td>100%</td> <td rowspan="5">ASTM C136</td> </tr> <tr> <td>No. 8</td> <td>60 – 95%</td> </tr> <tr> <td>No. 16</td> <td>20 – 70%</td> </tr> <tr> <td>No. 30</td> <td>0 – 30%</td> </tr> <tr> <td>No. 50</td> <td>0 – 15%</td> </tr> <tr> <td>Sodium Chloride Content</td> <td colspan="2">97.0% minimum</td> <td>ASTM DC136</td> </tr> <tr> <td>Moisture Content</td> <td colspan="2">1.0% maximum</td> <td>ASTM E534</td> </tr> <tr> <td>Insoluble Material Content</td> <td colspan="2">1.5% maximum</td> <td>ASTM E534</td> </tr> </tbody> </table>	Requirement	Specification		Test Method	Sieve	Passing	Gradation	No. 4	100%	ASTM C136	No. 8	60 – 95%	No. 16	20 – 70%	No. 30	0 – 30%	No. 50	0 – 15%	Sodium Chloride Content	97.0% minimum		ASTM DC136	Moisture Content	1.0% maximum		ASTM E534	Insoluble Material Content	1.5% maximum		ASTM E534
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NOTES/COMMENTS:																																	

D. QUALITY ASSURANCE

YES	NO	NO & PROVIDE ALTERNATIVE	
<i>B</i>			<p>1. Random sampling of material may be conducted throughout the life of the contract. Sampling of the delivered Fine Gradation Brining Salt will be directed by NDOT personnel. The sampling shall be performed according to ASTM D632. The material shall be placed into a wide mouth one (1) gallon container with a screw top lid as soon as the sample has been taken to avoid exposing the sample unduly to atmospheric moisture.</p>
<i>B</i>			<p>2. If sampled material does not meet specification requirements the following price reductions shall be applied.</p>

			<p>A. Price Adjustments Based on Gradation*</p> <p>Field samples taken of the delivered material may be checked for gradation according to ASTM C136. If the test results are out of specification, the contractor will be subject to price adjustments based on the total weight of the respective shipment as follows: 80% Pay</p> <p>B. Price Adjustments Based on Sodium Chloride Content*</p> <p>Field samples taken of the delivered material may be checked for sodium chloride content according to ASTM D632. If the test results are out of specification, the contractor will be subject to price adjustments based on the total weight of the respective shipment as follows: 80% Pay</p> <p>C. Priced Adjustments Based on Moisture Content*</p> <p>Field samples taken of the delivered material may be checked for moisture content according to ASTM E534. If the test results are out of specification, the contractor will be subject to price adjustments based on the total weight of the respective shipment using the equation as follows:</p> <p>Pay Weight = (101.0 x Wet Wt. of Salt) divided by (100 + % of Moisture)</p> <p>D. Price Adjustments Based on Insoluble Material Content*</p> <p>Field samples taken of the delivered material may be checked for insoluble material content according to ASTM E534. If the test results are out of specification, the contractor will be subject to price adjustments based on the total weight of the respective shipment using the equation as follows:</p> <p>Pay Weight = (101.5 x Dry Wt. of Salt) divided by (100 + % Insoluble Material)</p> <p>* Please Note: In the event a sample fails more than one test requirement, resulting in more than one price adjustment, the highest resulting price adjustment will be the adjustment applied. The maximum price adjustment imposed will be 80% pay.</p> <p>Test results from the NDOT Laboratory will be final and in the best interest of NDOT.</p> <p>The Contractor will be notified immediately of material not meeting specifications and will be expected to take action to correct the problem for any future deliveries. If problems are not corrected, all shipments from that Contractor will cease and contract termination may result.</p>
			<p>3. During the life of the contract, the Contractor may be required to perform monthly sampling of the product to be delivered to the State of Nebraska. When required, the samples shall be sent to an independent lab, approved by the State of Nebraska, for analysis of the requirements stated in Section VI, Clause C, paragraphs 4 and 5. The samples shall be shipped to the independent lab within three (3) business days of sampling. Notification of shipment, including tracking number, shall be submitted to:</p> <p style="padding-left: 40px;">Nebraska Department of Transportation Materials and Research Division Chemistry Laboratory 1400 HWY 2 Lincoln, NE 68502</p> <p>By either fax (402-479-3975), email (DOR.MRChemistryLab@nebraska.gov), or Internet (if available and not to the exclusion of the other methods).</p>

			<p>The quantity sampled shall be a minimum of two (2) gallons. The independent lab shall be responsible for splitting the sample into two (2) equivalent portions. The independent lab shall perform all required tests on one portion and shall ship the second portion, along with the lab report, to the following address:</p> <p style="text-align: center;">Nebraska Department of Transportation Materials and Research Division Chemistry Laboratory 1400 HWY 2 Lincoln, NE 68502</p> <p>Deliveries shall be made during normal working hours between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday (excluding State holidays and/or as otherwise directed.) If an emergency exists, delivery may be made through prior arrangements with receiving personnel.</p>
NOTES/COMMENTS:			

E. BASIS OF ACCEPTANCE/BID COMPLIANCE

YES	NO	NO & PROVIDE ALTERNATIVE	
<i>B</i>			1. Contractor certifies that any Fine Gradation Brining Salt furnished under this Contract will be in compliance with the specifications for the duration of the Contract Period.
NOTES/COMMENTS:			

F. ANNUAL REQUIREMENT, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
<i>B</i>			1. Estimated annual requirement figures provided 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. Contractor shall not impose minimum order requirements. The estimated annual requirement is based on historical usage.
<i>B</i>			2. The State is divided into 28 Superintendent Areas, and each will be bid separately. Superintendent Areas are illustrated in Attachment A.
<i>B</i>			3. Delivery is required to all locations within a Superintendent Area, as specified on the purchase orders. At any point, Contractor shall be responsible for delivery to any additional storage and/or locations within each Superintendent Area that NDOT may add at any time during the term of the contract.
NOTES/COMMENTS:			

G. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
<i>B</i>			1. The Contractor 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 Superintendent Area. Information may be requested at any time by the SPB, as determined by the State.
NOTES/COMMENTS:			

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

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

I. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
<i>B</i>			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

J. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
<i>B</i>			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.

NOTES/COMMENTS:

K. PRICES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Price quoted shall be unit price 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. 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.
NOTES/COMMENTS:			

L. SUBSTITUTIONS

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

M. 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.
		<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required). 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. 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.C.</p>
		<p>2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>
		<p>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 is provided within bid submission documents.</p>
		<p>4. 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.</p>

Form A
Bidder Contact Sheet
Invitation To Bid Number 5934 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.

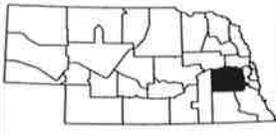
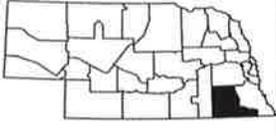
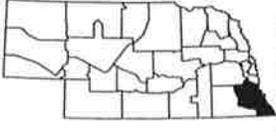
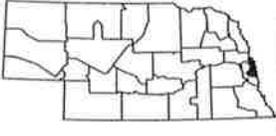
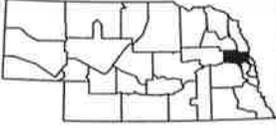
Preparation of ITB Contact Information	
Bidder Name:	BSA INTERCONTINENTAL, LLC.
Bidder Address:	36 NIGHTHAWK; IRVINE, CA 92604
Contact Person & Title:	ROBERT E. GAVIN, JR.
E-mail Address:	bgavin@bsaintercontinental.com
Telephone Number (Office):	949-600-3802
Telephone Number (Cellular):	
Fax Number:	949-266-8475

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.

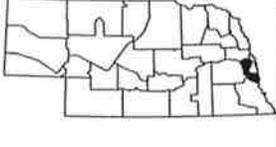
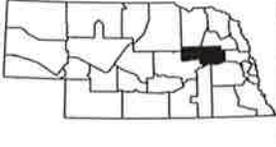
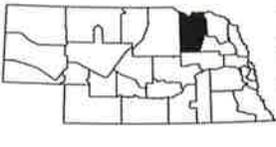
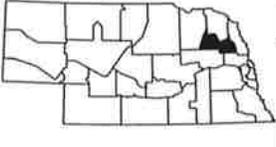
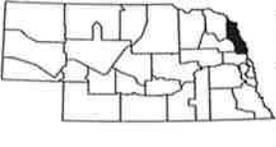
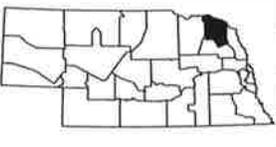
Communication with the State Contact Information	
Bidder Name:	BSA INTERCONTINENTAL, LLC
Bidder Address:	36 NIGHTHAWK; IRVINE, CA 92604
Contact Person & Title:	ROBERT E. GAVIN, JR.
E-mail Address:	bgavin@bsaintercontinental.com
Telephone Number (Office):	949-600-3802
Telephone Number (Cellular):	
Fax Number:	949-266-8475

Go

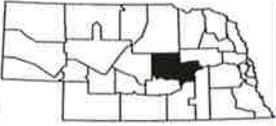
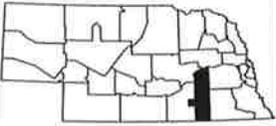
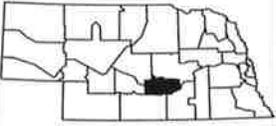
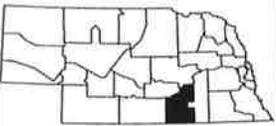
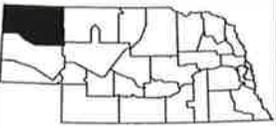
**ATTACHMENT A
FINE GRADATION BRINING SALT BID SHEET**

Vendor Name:			Combined Superintendent Area estimated annual requirement (tons)	BID
Superintendent Area	Yards	Addresses		Price per Ton
110 	David City	235 Iowa St, 68632	750	\$136.40
	Greenwood	12909 238th St, 68366		
	Lincoln - Superior	302 Superior St, 68521		
	Seward	2500 NE Hwy 15, 68434		
	Wahoo	2311 Aspen St, 68066		
Extended Price →				\$102,300.00
120 	Beatrice	117 Hill St, 68310	25	\$139.34
	Blue Springs	38586 NE Hwy 112, 68347		
	Dorchester	508 W Depot St, 68343		
	Fairbury	1500 K St, 68352		
	Lincoln - Salt Valley	5300 Salt Valley View St, 68512		
	Pawnee City	900 B St, 68420		
	Wilber	RP 61, NE Hwy 41, 68465		
Extended Price →				\$3,483.50
130 	Auburn	2127 J St, 68310	200	\$140.81
	Eagle	1207 S 214th Street, 68347		
	Falls City	1525 E 14th St, 68355		
	Nebraska City	6170 US Hwy 75, 68410		
	Palmyra	510 F Road (Hwy 2), 68418		
	Syracuse	RP 51.5, NE Hwy 50, 68446		
	Tecumseh	772 N 1st St, 68450		
Extended Price →				\$28,162.00
210 	Omaha - Dome	4425 S 108th St, 68145	25	\$137.43
	Omaha - Mormon Bridge	5015 Battlefield Dr, 68152		
	Omaha - South	5929 S 25th St, 68107		
Extended Price →				\$3,435.75
220 	Blair	2252 Pittack St, 68008	25	\$136.53
	Fremont	2550 W 23rd Dr, 68026		
Extended Price →				\$3,413.25

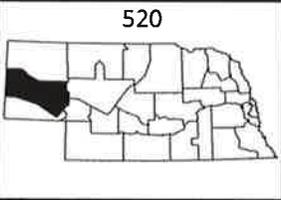
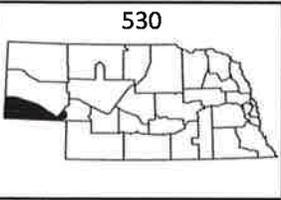
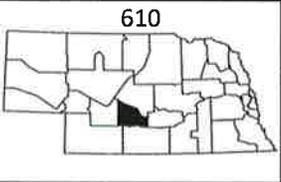
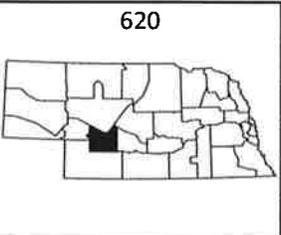
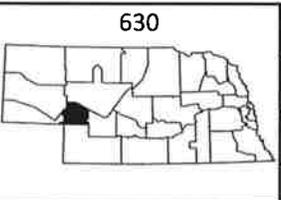
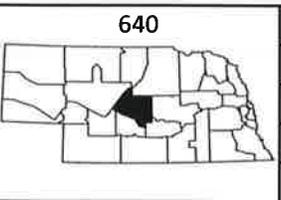
**ATTACHMENT A
FINE GRADATION BRINING SALT BID SHEET**

Vendor Name: <u>0</u>			Combined Superintendent Area estimated annual requirement (tons)	<u>BID</u> Price per Ton
Superintendent Area	Yards	Addresses		
	Elkhorn	2829 N 204th St, 68022	25	\$139.00
	Manley	RP 13, NE Hwy 1, 68403		
	Melia Hill	15525 S 234th St, Gretna, 68028		
	Plattsmouth	1000 S 22nd St, 68048		
Extended Price →				\$3,475.00
	Albion	2664 NE Hwy 39, 68620	25	\$147.46
	Clarkson	120 Bryan St, 68629		
	Columbus	3303 12th St, 68601		
	Humphrey	26830 NE Hwy 91, 68642		
	Schuyler	E 22nd & H St, 68661		
Extended Price →				\$3,686.50
	Bloomfield	54506 NE Hwy 84, 68718	25	\$179.55
	Neligh	910 E Hwy 275, 68756		
	Niobrara	269 Cedar St, 68760		
	Plainview	86398 538 Ave, 68769		
Extended Price →				\$4,488.75
	Norfolk	408 N 13th St, 68701	25	\$159.90
	West Point	1500 N Lincoln St, 68788		
Extended Price →				\$3,997.50
	Dakota City	2300 Broadway St, 68731	25	\$179.55
	Lyons	1150 County Rd RS, 63038		
	S Sioux City	500 W 9th St, 68776		
Extended Price →				\$4,488.75
	Crofton	55268 NE Hwy 12, 68730	25	\$185.70
	Hartington	215 Industrial Rd, 68739		
	Laurel	214 US Hwy 20 N, 68745		
	Newcastle	102 Broadway St, 68757		
	Wayne	1300 E 7th St, 68787		
Extended Price →				\$4,642.50

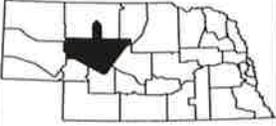
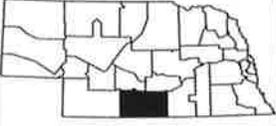
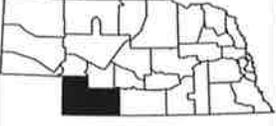
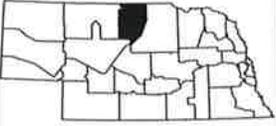
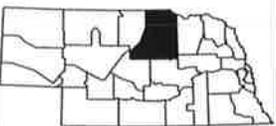
**ATTACHMENT A
FINE GRADATION BRINING SALT BID SHEET**

Vendor Name: <u>0</u>			Combined Superintendent Area estimated annual requirement (tons)	<u>BID</u> Price per Ton
Superintendent Area	Yards	Addresses		
410 	Central City	1406 6th St, 68826	1,125	\$131.00
	Fullerton	54957 NE Hwy 14, 68638		
	Greeley	401 N Railway St, 68842		
	Loup City	47561 NE Hwy 92, 68853		
	Ord	620 U St, 68862		
	St Paul	1355 US Hwy 281, 68873		
Extended Price →				\$147,375.00
430 	Geneva	535 S 13th St, 68361	500	\$132.41
	Hebron	110 N 13th St, 68370		
	Osceola	521 N Kimmel St, 68651		
	Strang	RP 76, NE Hwy 74, 68444		
	York	121 W South 21st St, 68467		
	Extended Price →			
440 	Grand Island	3305 W Old Potash Hwy, 68802	1,550	\$126.36
	Kearney (I-80)	415 W Talmadge St, 68845		
	Kearney (Hwy-30)	4001 W US Hwy 30, 68848		
	Ravenna	42775 NE Hwy 2, 68869		
	Shelton	4558 Shelton Rd, 68876		
	Extended Price →			
450 	Aurora	RP 61, NE Hwy 14, 68818	875	\$130.12
	Ayr	11990 6th St, 68925		
	Harvard	975 US Hwy 6, 68944		
	Hastings	111 E US Hwy 6, 68902		
	Red Cloud	602 S US Hwy 281, 68970		
	Superior	1330 E 3rd St, 68978		
Extended Price →				\$113,855.00
510 	Alliance	298 Husker Rd, 69301	25	\$133.84
	Chadron	430 Stockade Road, 69337		
	Crawford	3621 US Hwy 20, 69339		
	Gordon	6737 NE Hwy 27, 69343		
	Harrison	840 US Hwy 20, 69346		
	Hemmingford	821 Rolland Ave, 69348		
Extended Price →				\$3,346.00

**ATTACHMENT A
FINE GRADATION BRINING SALT BID SHEET**

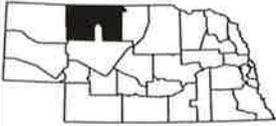
Vendor Name: <u>0</u>			Combined Superintendent Area estimated annual requirement (tons)	<u>BID</u> Price per Ton
Superintendent Area	Yards	Addresses		
	Bridgeport	510 E US Hwy 385, 69336	25	\$117.50
	Gering	140375 Rundell Rd, 69341		
	Oshkosh	RP 104.5, US Hwy 26, 69154		
	Extended Price →			\$2,937.50
	Chappell	1450 Road 165, 69129	575	\$105.40
	Harrisburg	RP 39, NE Hwy 71, 69345		
	Kimball	3979 Road 32		
	Sidney	2320 Illinois St, 69162		
Extended Price →			\$60,605.00	
	Gothenburg	123 Lake Ave, 69138	775	\$128.00
	Lexington	2812 Plum Creek Pkwy, 68850		
Extended Price →			\$99,200.00	
	Maxwell	20053 E Island Road, 69151	1,275	\$142.35
	North Platte (I-80)	500 W South River Rd, 69103		
	North Platte (W-30)	2400 W 14th St, 69103		
	Sutherland	920 NE Hwy 25, 69165		
	Wallace	201 E NE Hwy 23, 69169		
Extended Price →			\$181,496.25	
	Big Springs	114 Frontage Rd, 69122	2,100	\$112.00
	Ogallala	307 E D St S, 69153		
	Paxton	2051 E County Rd 80, 69155		
Extended Price →			\$235,200.00	
	Ansley	406 Division St, 68814	3,525	\$133.38
	Arnold	510 S Carroll St, 69120		
	Broken Bow	515 E South E St, 68822		
	Oconto	78008 NE Hwy 21, 68860		
Extended Price →			\$470,164.50	

**ATTACHMENT A
FINE GRADATION BRINING SALT BID SHEET**

Vendor Name: <u>0</u>			Combined Superintendent Area estimated annual requirement (tons)	<u>BID</u> Price per Ton
Superintendent Area	Yards	Addresses		
650 	Arthur	118 W Hawkins St, 69121	550	\$123.73
	Hyannis	401 E Hwy 2, 69350		
	Mullen	402 SE 1st St, 69152		
	Stapleton	122 NE Hwy S57A, 69163		
	Theford	83880 US Hwy 83, 69166		
Extended Price →				\$68,051.50
710 	Alma	1004 10th St, 68920	150	\$139.15
	Franklin	1814 I St, 68939		
	Holdrege	1013 W 4th Ave, 68949		
	Minden	509 W 9th St, 68959		
	Arapahoe	703 11th St, 68922		
	Elwood	101 Ripley St, 68937		
Extended Price →				\$20,872.50
720 	Maywood	38587 NE Hwy 23	250	\$123.42
	McCook	38764 US Hwy 6, 69001		
	Benkelman	70600 Avenue 338, 69021		
	Grant	328 E NE Hwy 23, 69140		
	Imperial	101 South St, 69033		
	Palisade	72617 NE Hwy 25A, 69040		
Extended Price →				\$30,855.00
810 	Ainsworth	736 E 4th St, 69210	250	\$151.05
	Bassett	RP 180, US Hwy 183, 68714		
	Springview	306 N Main St, 68778		
Extended Price →				\$37,762.50
820 	Atkinson	504 N Carberry St, 68713	25	\$170.80
	Bartlett	210 Randolph St, 68622		
	Burwell	82403 NE Hwy 11, 68823		
	Naper	47004 NE Hwy 12, 68755		
	O'Neill	404 W Douglas St, 68763		
	Spencer	401 Hillcrest Blvd, 68777		
	Taylor	82367 Rusho Dr, 68879		
Extended Price →				\$4,270.00

**ATTACHMENT A
FINE GRADATION BRINING SALT BID SHEET**

Vendor Name:			<u>0</u>	Combined Superintendent Area estimated annual requirement (tons)	<u>BID</u>
Superintendent Area	Yards	Addresses			Price per Ton

<p align="center">830</p> 	Cody	312 W Ohio St, 69211	25	<p align="center">\$142.80</p>	
	Merriman	511 N Main St, 69218			
	Valentine	602 E 1st St, 69201			
				Extended Price →	\$3,570.00

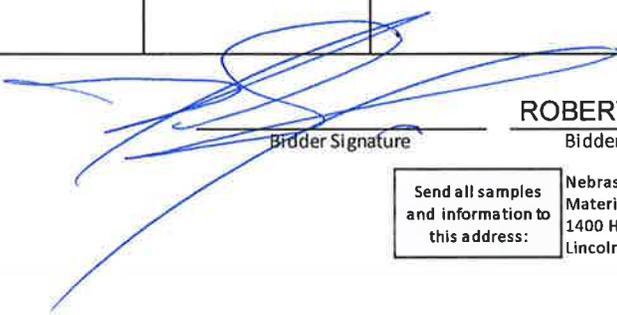

 10-16-18

ATTACHMENT B - FINE GRADATION BRINING SALT
! THIS FORM MUST ACCOMPANY YOUR BID SUBMISSION !

ITB #
5934

- △ All products being submitted to Nebraska Department of Transportation for the first time during a bidding opportunity must also be accompanied by two (2) one-gallon containers of product along with the chemical, biological, and physical analyses performed by an independent laboratory with American Association for Laboratory Accreditation (ISO 17025). Products that appear on the Pacific Northwest Snowfighter's (PNS) Qualified Products List already satisfy this requirement.
- △ Vendors must list on this form each product and/or supplier origin they intend to utilize in fulfilling the contract.
- △ Type or print clearly in ink, in all fields (use "N/A" where appropriate).

This information must be completed for ALL products.				This material must accompany NEW products.						
Product #	Product Name	Manufacturer	Supplier Origin	PNS-Qualified?	Product Data Sheet.	Safety Data Sheet(s).	Eutectic temperature chart and graphs.	Independent lab results, as specified in the General Specifications (Attachment C).	Toxicity Report.	Two (2) one-gallon container samples of the product.
1	Intrepid Medium Salt	Intrepid Potash	Greely, CO	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			
2		↳ PNW	QPL	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			
3				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			
4				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			
5				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Attached <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			



Bidder Signature
ROBERT GAVIN, JR
OCTOBER 18, 2018
Bidder Printed Name
Date Submitted (mm/dd/yyyy)

Send all samples and information to this address:
 Nebraska Department of Transportation
 Materials & Research Division, Chemistry Laboratory
 1400 HWY 2
 Lincoln, NE 68502

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: October 9, 2018

To: All Bidders

From: Gayle Callahan-Wolfing, Buyer
AS Materiel State Purchasing

RE: Addendum for Invitation To Bid Number 5934 OF
to be opened October 17, 2018 at 2:00 p.m. Central Time

Questions and Answers

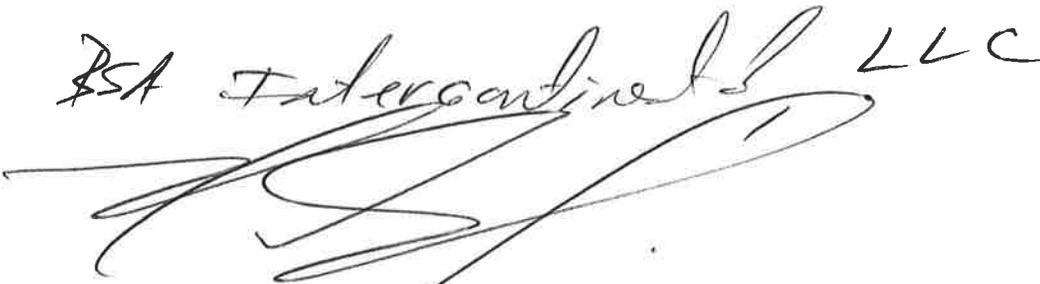
Following are the questions submitted and answers provided for the above mentioned Invitation To Bid. The questions and answers are to be considered as part of the Invitation To Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	ITB Section Reference	ITB Page Number	Question	State Response
1.	c. 3.	19	If our highway deicing salt is already listed on the PNS QPL and is currently being used by Nebraska DOT, do we have to submit any further analyses on our	<p>Nebraska DOT will gladly consider all submitted products that meet the specifications for this requirement.</p> <p>Section 1, Clause R4 of this ITB states that <i>"Any products being submitted for this bid that haven't been previously used or qualified by the Nebraska Department of Transportation must also be accompanied by two (2) one-gallon containers of product along with the chemical, biological, and physical analyses performed by an independent laboratory with American Association for Laboratory Accreditation (ISO 17025). Products that appear on the Pacific Northwest Snowfighters (PNS) Qualified Products List under "Category 8C-B Fine Gradation Brining Salt, insoluble material less than 1% and moisture less than 0.5%" already satisfy this requirement. The Pacific Northwest Snowfighters QPL can be found at: http://pnsassociation.org/wp-content/uploads/PNS-QPL-5-16-18-1.pdf".</i></p>

			<p>fine salt, since it is the same fine salt found in our highway deicing salt?</p>	<p>The following are the only PNS qualified products listed under "Category 8C-B Fine Gradation Brining Salt, insoluble material less than 1% and moisture less than 0.5%":</p> <p style="text-align: center;">CATEGORY 8C-B Fine Gradation, Brining Salt, Insoluble Material Less Than 1% and Moisture Less Than 0.5%</p> <table border="1"> <thead> <tr> <th>Product Name</th> <th>Manufacturer</th> </tr> </thead> <tbody> <tr> <td>Mineral Melt</td> <td>NSC Minerals</td> </tr> <tr> <td>Quick Brine RF</td> <td>NSC Minerals</td> </tr> <tr> <td>Rocanville Standard Road Salt</td> <td>NSC Minerals</td> </tr> <tr> <td>Medium Solar Salt</td> <td>Compass Minerals</td> </tr> <tr> <td>Mixing Solar Salt</td> <td>Compass Minerals</td> </tr> <tr> <td>Intrepid Medium Salt</td> <td>Intrepid Potash</td> </tr> <tr> <td>Kiln Dry Medium Salt</td> <td>Broken Arrow</td> </tr> </tbody> </table> <p>Nebraska DOT does not currently use Fine Gradation Brining Salt, nor do we have any such product on contract – that is the purpose of this solicitation.</p> <p>If a vendor wishes to have Nebraska DOT consider an alternative version of some product that is currently in use (i.e., bulk salt that's been screened specifically to make gradation for this requirement) and the product does not appear in the screenshot above, the product will be treated as new and untested.</p>	Product Name	Manufacturer	Mineral Melt	NSC Minerals	Quick Brine RF	NSC Minerals	Rocanville Standard Road Salt	NSC Minerals	Medium Solar Salt	Compass Minerals	Mixing Solar Salt	Compass Minerals	Intrepid Medium Salt	Intrepid Potash	Kiln Dry Medium Salt	Broken Arrow
Product Name	Manufacturer																			
Mineral Melt	NSC Minerals																			
Quick Brine RF	NSC Minerals																			
Rocanville Standard Road Salt	NSC Minerals																			
Medium Solar Salt	Compass Minerals																			
Mixing Solar Salt	Compass Minerals																			
Intrepid Medium Salt	Intrepid Potash																			
Kiln Dry Medium Salt	Broken Arrow																			
2.																				
3.																				
4.																				
5.																				

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

ISA International LLC



October 16, 2018