

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.

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

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

Contract to supply and deliver 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: N/A % 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 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

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

Enter Contact Information Below

VENDOR# 2338542
VENDOR: GMCO Corporation
Address: Corporation office: PO Box 1480 Rifle, CO 81650
Nebraska: 1655 Industrial Ave Sidney NE

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

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:
BG			

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:
Bg			

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:
Bg			

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:
BJ			

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

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

- L. FORCE MAJEURE
- 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:
BJ			

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

L. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
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Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity.
Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

TAXES

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

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

B. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. It is the responsibility of the contractor to ensure stamped weight tickets are provided for each load delivered. All 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:
BG			

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	$d3/E = 230/5 = 46$ 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	
✓			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.
✓			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.
✓			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	
✓			1. Condition as Received: The Fine Gradation Brining Salt shall arrive at the delivery point in a free-flowing and usable condition.
✓			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.
✓			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>																														
✓			<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>																														
✓			<p>5. The FINE GRADATION BRINING SALT shall conform to the following requirements as provided in the table below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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" style="text-align: center;">Gradation</td> <td>No. 4</td> <td>100%</td> <td rowspan="5" style="text-align: center;">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	
✓			<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>
✓			<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	
✓			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	
✓			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.
✓			2. The State is divided into 28 Superintendent Areas, and each will be bid separately. Superintendent Areas are illustrated in Attachment A.
✓			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	
✓			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	
✓			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	
✓			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	
✓			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 increases 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 5899 OF

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

Preparation of ITB Contact Information	
Bidder Name:	GMCO Corporation
Bidder Address:	P.O. Box 1480 Rifle CO 81650
Contact Person & Title:	Bruce Juelfs, Manager of Business Development
E-mail Address:	bjuelfs@gmccorp.com
Telephone Number (Office):	970-625-9100
Telephone Number (Cellular):	970-541-8834
Fax Number:	970-625-9101

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

Communication with the State Contact Information	
Bidder Name:	GMCO Corporation
Bidder Address:	P.O. Box 1480 Rifle CO 81650
Contact Person & Title:	Bruce Juelfs, Manager of Business Development
E-mail Address:	bjuelfs@gmccorp.com
Telephone Number (Office):	970-625-9100
Telephone Number (Cellular):	970-541-8834
Fax Number:	970-625-9101

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

ITB.#
5934 OF

- △ 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).

Product #	This information must be completed for <u>ALL</u> products. →		This material must accompany <u>NEW</u> products. →							
	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	Rocanville Standard	NSC Minerals	Rocanville, Saskatchewan, Canada	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			
2				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			
3				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			
4				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			
5				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A			


 Bidder Signature **Bruce Juelfs**
 Bidder Printed Name **Bruce Juelfs**
 Date Submitted (mm/dd/yyyy) **10/11/18**

Nebraska Department of Transportation
 Materials & Research Division, Chemistry Laboratory
 1400 HWY 2
 Lincoln, NE 68502

Send all samples and information to this address:

STATE OF NEBRASKA

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

Secretary of State
State Capitol
Lincoln, Nebraska

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

GMCO CORPORATION

a Colorado corporation is authorized to transact business in Nebraska;

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

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

that a Certificate of Withdrawal has not been filed.

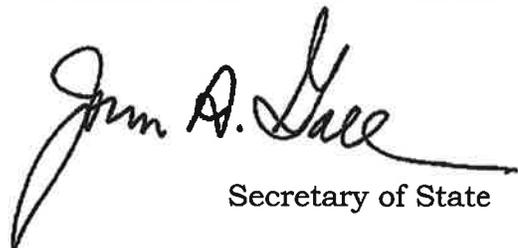
*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



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

August 2, 2018


Secretary of State

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.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
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	Nebraska DOT will gladly consider all submitted products that meet the specifications for this requirement. 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>



		fine salt, since it is the same fine salt found in our highway deicing salt?	<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</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																		
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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.


 10-11-18



PRODUCT DATA SHEET

Rocanville Standard

	Chemical Analysis	
	Units	Range
Total Chloride	%	97.0 - 99.9
Sodium Chloride	%	min. 97.0
Calcium, water soluble	%	0.005 - 0.100
Magnesium, water soluble	%	0.005 - 0.100
Potassium, water soluble	%	0.100 - 3.00
Sulfate, water soluble	%	0.010 - 0.150
Water insolubles	%	0.020 - 1.500
Moisture	%	<1.0

Bulk Density 71 lbs/ft3

Screen Analysis - Particle Size Distribution

Screen Size U.S.	Percent Passing
4	100%
8	60 - 95%
16	20 - 70%
30	0 - 30%
50	0 - 15%

Rocanville Rock Salt Crystals are mined from an underground natural mineral deposit, separated to ensure a clean high purity product, dried to remove moisture, screened to size, stored and shipped in bulk truck or rail to customers.

GMCO Corporation
P.O. Box 1480, Rifle, CO 81650
Phone (970) 625-9100 Fax (970) 625-9101
gmccorp.com



1.1. Product identifier

Product form : Granular
Substance name : Salt (Sodium Chloride)
Product code : Salt
Other means of identification : Sodium Chloride, Raw Salt, Road Salt, Deicing Salt, Water Softening Salt, Feed Salt, Industrial Salt, Hide Salt, Rocanville Coarse, Rocanville Standard, Rocanville Fine, Vanscoy Coarse, Vanscoy Standard, Bath Salt, Exfoliant, Ice Biter, SALTZ ALL

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/preparation : Industrial, Deicer, Feed, Hide, Water softening, Bath Salt

1.3. Details of the supplier of the safety data sheet

NSC Minerals Ltd
2241 Speers Ave
Saskatoon, SK S7L 5X6
Toll Free: 1-888-668-7258
Phone: 306-934-6477
Fax: 306-242-0178
Email: nsc@nscminerals.com

Website:
www.nscminerals.com

1.4. Emergency telephone number

Emergency number 1-306-934-6477
1-888-668-7258

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Not Classified

2.2. Label elements

None

Salt

Safety Data Sheet

Signal word (GHS-US)	: None
Hazard statements (GHS-US)	: Product does not meet criteria for classification
Precautionary statements (GHS-US)	: Prevention – Implement acceptable industrial hygiene practices Response – Wash hands thoroughly after handling Storage – store in well ventilated space a safe distance from incompatible materials Disposal – Dispose of waste/residues in accordance with local authority requirements

2.3. Other hazards No additional information available

SECTION 3: Composition/information on ingredients

3.1. Substances Not applicable

3.2. Mixtures

Name	Product identifier	%	GHS-US classification
Sodium chloride	(CAS No.) 7647-14-5		Generally recognized as safe

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures general	: If medical advice is needed, have product container or label at hand.
First-aid measures after inhalation	: If inhaled, remove to fresh air and keep at rest in a position comfortable for breathing. Give oxygen or artificial respiration if necessary. Obtain medical attention if breathing difficulty persists.
First-aid measures after skin contact	: Wash skin thoroughly with mild soap and water. Obtain medical attention if irritation develops or persists.

Salt

Safety Data Sheet

- First-aid measures after eye contact : Immediately rinse with water for a prolonged period (15 minutes) while holding the eyelids wide open including upper and lower lids. Obtain medical attention if pain and irritation develops or persists.
- First-aid measures after ingestion : Do not induce vomiting. Administer water if patient is conscious. Ingesting salt will usually cause purging of the stomach by vomiting. Seek medical attention if a large amount is swallowed. Get medical advice and attention if you feel unwell.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries : Irritation to eyes, skin and respiratory tract.
- Symptoms/injuries after inhalation : Overexposure may be irritating to the respiratory system.
- Symptoms/injuries after skin contact : May cause skin irritation.
- Symptoms/injuries after eye contact : May cause eye irritation.
- Symptoms/injuries after ingestion : If a large quantity has been ingested : Abdominal pain; Diarrhea; Nausea; Vomiting; Tingling in hands and feet; Weak pulse; Circulatory disturbances
- Chronic symptoms : Prolonged inhalation of dust may cause respiratory irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Not flammable. Use extinguishing media appropriate for surrounding fire.
- Unsuitable extinguishing media : None known.

5.2. Special hazards arising from the substance or mixture

- Fire hazard : Under conditions of fire this material may produce: toxic fumes
- Explosion hazard : Product is not explosive.
- Reactivity : Stable at ambient temperature and under normal conditions of use.

5.3. Advice for firefighters

- Firefighting instructions : Keep upwind. Under conditions of fire this material may produce: Potassium oxides; Hydrogen chloride; Chlorine gas
- Protection during firefighting : Wear full fire-fighting turn-out gear (full Bunker gear) and respiratory protection (SCBA).
- Other information : Do not allow run-off from fire fighting to enter drains or water courses.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

- General measures : Do not breathe fumes from fires or vapors from decomposition.

6.1.1. For non-emergency personnel

- Protective equipment : Wear suitable protective clothing, gloves and eye/face protection including tight fitting goggles in areas of high dust concentration. Wear NIOSH approved respiratory protective equipment when workplace conditions warrant use of respirator.

Salt

Safety Data Sheet

Emergency procedures : Collect as any solid. Ventilate area.

6.1.2. For emergency responders

Protective equipment : Wear suitable protective clothing, gloves and eye/face protection including tight fitting goggles in areas of high dust concentration. Wear NIOSH approved respiratory protective equipment when conditions warrant use of respirator.

Emergency procedures : If possible, stop flow of product. Contain and collect as any solid. Ventilate area.

6.2. Environmental precautions

If spill could potentially enter any waterway, including intermittent dry creeks, contact the U.S. COAST GUARD NATIONAL RESPONSE CENTER at 800-424-8802. In case of accident or road spill notify CHEMTREC at 800-424-9300 (in USA) or CANUTEC at 613-996-6666 (in Canada). In other countries call CHEMTREC at (International code) +1-703-527-3887.

6.3. Methods and material for containment and cleaning up

For containment : Contain and collect as any solid. Do not allow into drains or water courses or dispose of where ground or surface waters may be affected.

Methods for cleaning up : Recover the product by vacuuming, shoveling or sweeping. Avoid generation of dust during clean-up of spills. If uncontaminated, recover and reuse as product.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Additional hazards when processed : When heated, material emits irritating fumes.

Precautions for safe handling : Handle in accordance with good industrial hygiene and safety procedures. Avoid contact with skin and eyes. Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

Hygiene measures : Emergency eye wash fountains should be available in the immediate vicinity of any potential exposure.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store tightly closed in a dry, cool and well-ventilated place. Protect from moisture.

Special rules on packaging : Avoid contact with aluminum or carbon steel to minimize corrosion.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Highly soluble – No ACGIH TWA, Particulate Not Otherwise Specified (PNOS) not appropriate for highly soluble material.

Salt

Safety Data Sheet

8.2. Exposure controls

Appropriate engineering controls : Ensure adequate ventilation, especially in confined areas.

Personal protective equipment : Gloves. Safety glasses. Protective clothing.



Hand protection : Impermeable protective gloves.

Eye protection : Protective goggles and safety glasses

Skin and body protection : Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Wear suitable protective clothing. Wash contaminated clothing before reuse. Handle in accordance with good industrial hygiene and safety practice. Wash clothing frequently.

Respiratory protection : Use NIOSH-approved air-purifying or supplied-air respirator where airborne concentrations of dust are expected to exceed exposure limits.

Environmental exposure controls : Ensure adequate ventilation, especially in confined areas.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Solid

Appearance : Crystalline solid.

Color : White to red

Odor : None

Odor threshold : No data available

pH : 6-8

Relative evaporation rate (butylacetate=1) : No data available

Melting point : 1473.8°F (801°C)

Freezing point : No data available

Boiling point : 2669°F (1465°C)

Flash point : No data available

Self ignition temperature : Not flammable

Decomposition temperature : No data available

Salt

Safety Data Sheet

Flammability (solid, gas)	: Not flammable
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: 2.14
Density	: No data available
Solubility	: 26%
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: None known.
Oxidizing properties	: None known.
Explosive limits	: Not explosive

9.2. Other information

VOC content	: No data available
Bulk Density	: 71 – 77lbs/ft ³ (1137 – 1234kg/m ³)
Molecular Formula	: NaCl

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable at ambient temperature and under normal conditions of use.

10.2. Chemical stability

Stable at standard temperature and pressure.

10.3. Possibility of hazardous reactions

Hazardous polymerization will not occur.

10.4. Conditions to avoid

Protect from moisture.

10.5. Incompatible materials

Contact with acids liberates toxic gas (chlorine). Lithium, interhalogens (bromide, trifluorite, etc), acids, oxidizing agents, iron and cement.

10.6. Hazardous decomposition products

Salt

Safety Data Sheet

Contact with strong acids may produce hydrogen chloride gas.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Sodium chloride (7647-14-5)	
LD50 oral rat	3 g/kg
LD50 dermal rabbit	> 10 g/kg
LC50 inhalation rat (mg/l)	> 42 g/m ³ (Exposure time: 1 h)

Serious eye damage/irritation : Salt dust can cause eye irritation

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

SECTION 12: Ecological information

12.1. Toxicity

Ecotoxicity : The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Environmental Fate : No data available

Toxicity : No data available

Degradation Products : No data available

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Sewage disposal recommendations : This material may be hazardous to the aquatic environment. Keep out of sewers and waterways.

Waste disposal recommendations : Place in an appropriate container and dispose of the contaminated material at a licensed site.

Salt

Safety Data Sheet

Additional information : Dispose of waste material in accordance with all local, regional, national, and international regulations.

SECTION 14: Transport information

In accordance with DOT / TDG / ADR / RID / ADNR / IMDG / ICAO / IATA

14.1. UN number

No dangerous good in terms of transport regulations.

14.2. UN proper shipping name

Not applicable

14.2 Additional information

Other information : No supplementary information available.

Overland transport

No additional information available

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

Sodium chloride (7647-14-5)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. US State regulations

The following states have an OSH program approved by OSHA. If you are located in any of these states you may be under state jurisdiction rather than federal jurisdiction and your state may have more stringent requirements than OSHA. You should consult your state regulations to ensure compliance.

Alaska	Indiana	Minnesota	North Carolina	Utah
Arizona	Iowa	Nevada	Oregon Puerto Rico	Vermont
California	Kentucky	New Mexico	Rico	*Virgin Islands
*Connecticut	Maryland	*New Jersey	South Carolina	Virginia
Hawaii	Michigan	*New York	Tennessee	Washington
*Illinois				Wyoming

*The state plans in these states apply only to public sector employers. In these states private sector employers are subject to USOL – OSHA jurisdiction. All other state plans apply to both public and private sector employers.

Sodium chloride (7647-14-5)

U.S. - Texas - Effects Screening Levels - Long Term

Salt

Safety Data Sheet

Sodium chloride (7647-14-5)

U.S. - Texas - Effects Screening Levels - Short Term
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15.3. Canadian regulations

Sodium chloride (7647-14-5)

Listed on the Canadian DSL (Domestic Substances List) inventory.
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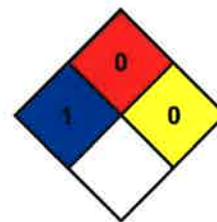
WHMIS Classification

Uncontrolled product according to WHMIS classification criteria

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

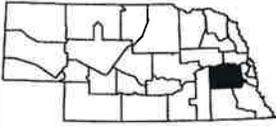
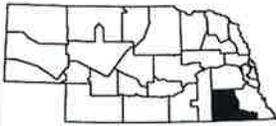
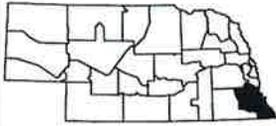
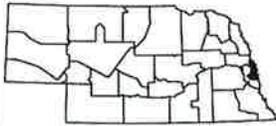
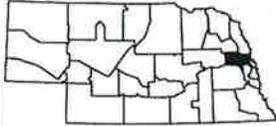
SECTION 16: Other information

- NFPA health hazard : 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given.
- NFPA fire hazard : 0 - Materials that will not burn.
- NFPA reactivity : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.

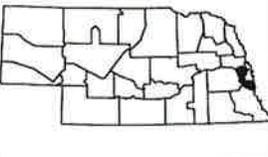
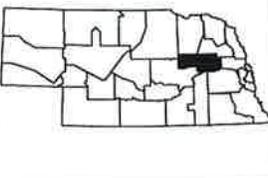
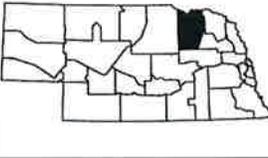
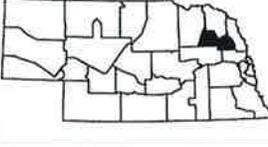
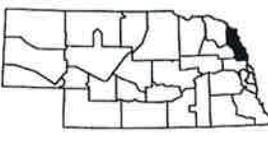
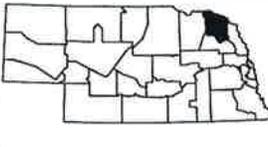


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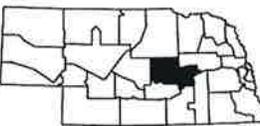
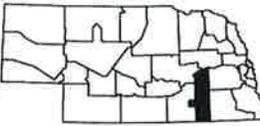
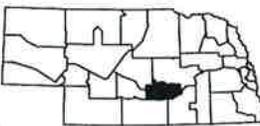
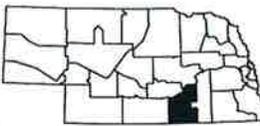
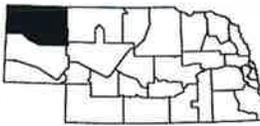
**ATTACHMENT A
FINE GRADATION BRINING SALT BID SHEET**

Vendor Name: <u>GMCO Corporation</u>			Combined Superintendent Area estimated annual requirement (tons)	BID Price per Ton
Superintendent Area	Yards	Addresses		
110 	David City	235 Iowa St, 68632	750	\$183.00
	Greenwood	12909 238th St, 68366		
	Lincoln - Superior	302 Superior St, 68521		
	Seward	2500 NE Hwy 15, 68434		
	Wahoo	2311 Aspen St, 68066		
Extended Price →				\$137,250.00
120 	Beatrice	117 Hill St, 68310	25	\$190.00
	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 →				\$4,750.00
130 	Auburn	2127 J St, 68310	200	\$195.00
	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 →				\$39,000.00
210 	Omaha - Dome	4425 S 108th St, 68145	25	\$193.00
	Omaha - Mormon Bridge	5015 Battlefield Dr, 68152		
	Omaha - South	5929 S 25th St, 68107		
Extended Price →				\$4,825.00
220 	Blair	2252 Pittack St, 68008	25	\$195.00
	Fremont	2550 W 23rd Dr, 68026		
Extended Price →				\$4,875.00

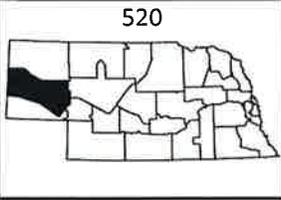
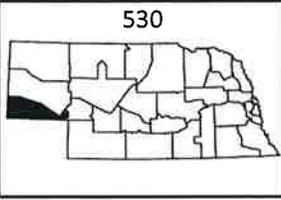
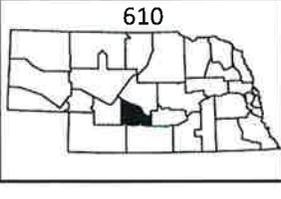
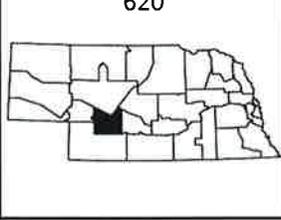
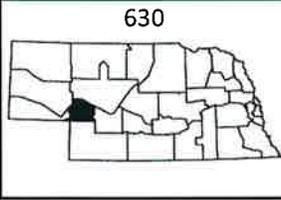
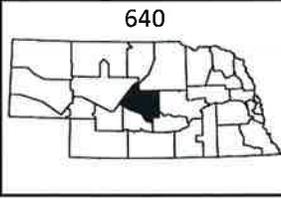
**ATTACHMENT A
FINE GRADATION BRINING SALT BID SHEET**

Vendor Name: <u>GMCO Corporation</u>			Combined Superintendent Area estimated annual requirement (tons)	<u>BID</u> Price per Ton
Superintendent Area	Yards	Addresses		
230 	Elkhorn	2829 N 204th St, 68022	25	\$193.00
	Manley	RP 13, NE Hwy 1, 68403		
	Melia Hill	15525 S 234th St, Gretna, 68028		
	Plattsmouth	1000 S 22nd St, 68048		
Extended Price →				\$4,825.00
310 	Albion	2664 NE Hwy 39, 68620	25	\$182.00
	Clarkson	120 Bryan St, 68629		
	Columbus	3303 12th St, 68601		
	Humphrey	26830 NE Hwy 91, 68642		
	Schuyler	E 22nd & H St, 68661		
Extended Price →				\$4,550.00
320 	Bloomfield	54506 NE Hwy 84, 68718	25	\$189.00
	Neligh	910 E Hwy 275, 68756		
	Niobrara	269 Cedar St, 68760		
	Plainview	86398 538 Ave, 68769		
Extended Price →				\$4,725.00
330 	Norfolk	408 N 13th St, 68701	25	\$191.00
	West Point	1500 N Lincoln St, 68788		
Extended Price →				\$4,775.00
340 	Dakota City	2300 Broadway St, 68731	25	\$209.00
	Lyons	1150 County Rd RS, 63038		
	S Sioux City	500 W 9th St, 68776		
Extended Price →				\$5,225.00
350 	Crofton	55268 NE Hwy 12, 68730	25	\$198.00
	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 →				\$4,950.00

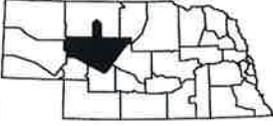
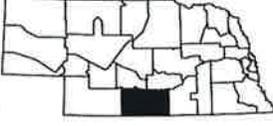
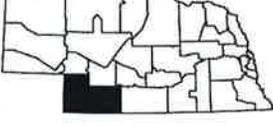
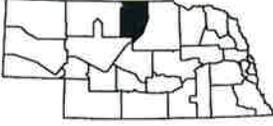
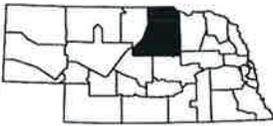
**ATTACHMENT A
FINE GRADATION BRINING SALT BID SHEET**

Vendor Name: <u>GMCO Corporation</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	\$171.00
	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 →				\$192,375.00
430 	Geneva	535 S 13th St, 68361	500	\$178.00
	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	\$169.00
	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	\$173.00
	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 →				\$151,375.00
510 	Alliance	298 Husker Rd, 69301	25	\$155.00
	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 →				\$3,875.00

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

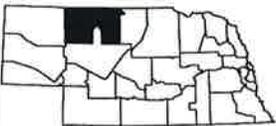
Vendor Name: <u>GMCO Corporation</u>			Combined Superintendent Area estimated annual requirement (tons)	BID Price per Ton
Superintendent Area	Yards	Addresses		
 <p align="center">520</p>	Bridgeport	510 E US Hwy 385, 69336	25	\$150.00
	Gering	140375 Rundell Rd, 69341		
	Oshkosh	RP 104.5, US Hwy 26, 69154		
	Extended Price →			\$3,750.00
 <p align="center">530</p>	Chappell	1450 Road 165, 69129	575	\$150.00
	Harrisburg	RP 39, NE Hwy 71, 69345		
	Kimball	3979 Road 32		
	Sidney	2320 Illinois St, 69162		
Extended Price →			\$86,250.00	
 <p align="center">610</p>	Gothenburg	123 Lake Ave, 69138	775	\$159.00
	Lexington	2812 Plum Creek Pkwy, 68850		
Extended Price →			\$123,225.00	
 <p align="center">620</p>	Maxwell	20053 E Island Road, 69151	1,275	\$154.00
	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 →			\$196,350.00	
 <p align="center">630</p>	Big Springs	114 Frontage Rd, 69122	2,100	\$150.00
	Ogallala	307 E D St S, 69153		
	Paxton	2051 E County Rd 80, 69155		
Extended Price →			\$315,000.00	
 <p align="center">640</p>	Ansley	406 Division St, 68814	3,525	\$160.00
	Arnold	510 S Carroll St, 69120		
	Broken Bow	515 E South E St, 68822		
	Oconto	78008 NE Hwy 21, 68860		
Extended Price →			\$564,000.00	

**ATTACHMENT A
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Vendor Name: <u>GMCO Corporation</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	\$158.00
	Hyannis	401 E Hwy 2, 69350		
	Mullen	402 SE 1st St, 69152		
	Stapleton	122 NE Hwy S57A, 69163		
	Theadford	83880 US Hwy 83, 69166		
Extended Price →				\$86,900.00
710 	Alma	1004 10th St, 68920	150	\$168.00
	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 →				\$25,200.00
720 	Maywood	38587 NE Hwy 23	250	\$155.00
	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 →				\$38,750.00
810 	Ainsworth	736 E 4th St, 69210	250	\$171.00
	Bassett	RP 180, US Hwy 183, 68714		
	Springview	306 N Main St, 68778		
Extended Price →				\$42,750.00
820 	Atkinson	504 N Carberry St, 68713	25	\$183.00
	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 →				\$4,575.00

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

Vendor Name: GMCO Corporation			Combined Superintendent Area estimated annual requirement (tons)	BID Price per Ton
Superintendent Area	Yards	Addresses		

<p align="center">830</p> 	Cody	312 W Ohio St, 69211	25	\$165.00
	Merriman	511 N Main St, 69218		
	Valentine	602 E 1st St, 69201		
	Extended Price →			\$4,125.00