

C. MATERIAL SPECIFICATIONS: SURFACING GRAVEL

YES	NO	NO & PROVIDE ALTERNATIVE	MATERIAL SPECIFICATION: FOR SURFACING GRAVEL										
yes 2.8.			<p>1. Material shall conform to Section 1033. In addition, Table 1033.07 is amended as follows:</p> <p>SURFACING GRAVEL GRADATION LIMITS</p> <table border="1" data-bbox="768 478 1481 655"> <thead> <tr> <th>Sieve Size</th> <th>Percent Passing</th> </tr> </thead> <tbody> <tr> <td>1"</td> <td>100</td> </tr> <tr> <td>#4</td> <td>60 - 95</td> </tr> <tr> <td>#10</td> <td>0 - 30</td> </tr> <tr> <td>#200</td> <td>0 - 6</td> </tr> </tbody> </table>	Sieve Size	Percent Passing	1"	100	#4	60 - 95	#10	0 - 30	#200	0 - 6
Sieve Size	Percent Passing												
1"	100												
#4	60 - 95												
#10	0 - 30												
#200	0 - 6												
NOTES/COMMENTS:													

End of Surfacing Gravel Specifications

C. MATERIAL SPECIFICATIONS: WINDROW GRAVEL

YES	NO	NO & PROVIDE ALTERNATIVE	MATERIAL SPECIFICATION: FOR WINDROW GRAVEL																								
yes 24.			<p>1. Material shall conform to Section 1033. In addition, Table 1033 is amended as follows:</p> <p>WINDROW GRAVEL GRADATION LIMITS</p> <table border="1"> <thead> <tr> <th>Sieve Size</th> <th>Percent Passing</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>3/4"</td> <td>100</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>77 - 97</td> <td></td> <td></td> </tr> <tr> <td>#10</td> <td>50 - 70</td> <td></td> <td></td> </tr> <tr> <td>#30</td> <td>16 - 40</td> <td></td> <td></td> </tr> <tr> <td>#200</td> <td>0 - 3</td> <td></td> <td></td> </tr> </tbody> </table>	Sieve Size	Percent Passing			3/4"	100			#4	77 - 97			#10	50 - 70			#30	16 - 40			#200	0 - 3		
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NOTES/COMMENTS:																											

D. MATERIAL DURABILITY SPECIFICATIONS: WINDROW GRAVEL

YES	NO	NO & PROVIDE ALTERNATIVE	DURABILITY – Section 1033 is amended to include the following
yes 24.			1. Shall have a Los Angeles Abrasion loss of not more than 40 percent (AASHTO T 96).
yes 24.			2. Shall have a soundness loss of not more than 12 percent mass at the end of 5 cycles using sodium sulfate solution (AASHTO T 104).
NOTES/COMMENTS:			

End of Windrow Gravel Specifications

C. TECHNICAL SPECIFICATIONS: DEICING GRAVEL

YES	NO	NO & PROVIDE ALTERNATIVE	MATERIAL SPECIFICATION: FOR DEICING GRAVEL												
<p>yes 2.4.</p>			<p>1. Material shall conform to Section 1033. In addition, Table 1033 is amended as follows:</p> <p>DEICING GRAVEL GRADATION LIMITS</p> <table border="1" data-bbox="776 453 1406 695"> <thead> <tr> <th>Sieve Size</th> <th>Percent Passing</th> </tr> </thead> <tbody> <tr> <td>3/8"</td> <td>100</td> </tr> <tr> <td>#4</td> <td>80 - 100</td> </tr> <tr> <td>#10</td> <td>15 - 55</td> </tr> <tr> <td>#20</td> <td>6 - 30</td> </tr> <tr> <td>#200</td> <td>0 - 6</td> </tr> </tbody> </table>	Sieve Size	Percent Passing	3/8"	100	#4	80 - 100	#10	15 - 55	#20	6 - 30	#200	0 - 6
Sieve Size	Percent Passing														
3/8"	100														
#4	80 - 100														
#10	15 - 55														
#20	6 - 30														
#200	0 - 6														
<p>NOTES/COMMENTS:</p>															

End of Deicing Gravel Specifications

C. TECHNICAL SPECIFICATIONS: ARMOR COAT GRAVEL

YES	NO	NO & PROVIDE ALTERNATIVE	MATERIAL SPECIFICATION: FOR ARMOR COAT GRAVEL												
yes 2.8.			<p>1. Material shall conform to Section 1033. In addition, Table 1033.06 is amended as follows:</p> <p>GRADATION FOR ARMOR COAT GRAVEL Mineral Aggregate for Armor Coat</p> <table border="1" data-bbox="768 443 1328 724"> <thead> <tr> <th>Sieve Size</th> <th>Percent Passing</th> </tr> </thead> <tbody> <tr> <td>3/8"</td> <td>99 - 100</td> </tr> <tr> <td>#4</td> <td>60 - 85</td> </tr> <tr> <td>#10</td> <td>0 - 15</td> </tr> <tr> <td>#50</td> <td>0 - 10</td> </tr> <tr> <td>#200</td> <td>0 - 3</td> </tr> </tbody> </table>	Sieve Size	Percent Passing	3/8"	99 - 100	#4	60 - 85	#10	0 - 15	#50	0 - 10	#200	0 - 3
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3/8"	99 - 100														
#4	60 - 85														
#10	0 - 15														
#50	0 - 10														
#200	0 - 3														
NOTES/COMMENTS:															

End of Armor Coat Gravel Specifications

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.
YES L.H.		<p>1. Contractor is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Contractor is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the 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.</p> <p>c. 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.</p>
	NO	2. Contractor is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
	NO	3. Contractor 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.
	NO	4. Contractor 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.

I. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes Z.H.			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods).
Yes Z.H.			2. All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice.
Yes Z.H.			3. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

J. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes Z.H.			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	
Yes Z.H.			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 Contractor 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

yes I.A.			<p>3. Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel delivered to stockpiles will be delivered in end dump trucks only.</p>
yes I.A.			<p>4. Stamped weight tickets from a certified scale will be required for each load hauled. Contractors must furnish copies of weight tickets or itemized load sheets to the Maintenance Superintendent's office in order to obtain payment. If a certified scale is not accessible, contractor must obtain advance written approval from the District Operations Maintenance Manager (DOMM) or their designee for the use of detailed truck sketches before truck sketches will be accepted/allowed.</p>
yes I.H.			<p>5. If truck sketches are approved by DOMM, a factor of 1.3 tons/cu.yard. shall be used to calculate the amount in tons. In addition, a copy of each sketch must be submitted to the Maintenance Superintendent. If more than one truck is used, vendor must have a numbering system, (i.e. truck #1, #2, #3, etc.) An itemized list showing number of loads hauled per day, per unit, must be submitted.</p>
yes I.A.			<p>6. Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel will be sampled in increments representing 200 tons.</p> <ul style="list-style-type: none"> a. When gravel does not meet gradation requirements of Section 1033 as amended elsewhere in this contract, the vendor will be given notice to stop all further delivery of material. The remainder of the contract may be canceled at the option of the State of Nebraska. b. The Contractor will not resume material delivery until written notice has been given by the State of Nebraska unless and until it has received credible written assurance that corrective action has been taken to insure that future delivered gravel will meet the gradation requirements. Approval to resume delivery will be issued from the District Engineer or their designee of the district wherein the delivery site is located. c. Delivered Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel not meeting gradation provisions required will be removed by the contractor under the direction of the District at no additional cost to the State of Nebraska Department of Transportation. d. Additionally, if the Contractor fails to meet gradation requirements, the State may procure the material from other sources and hold the Contractor responsible for any excess cost.
<p>NOTES/COMMENTS:</p>			

C. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes I.A.			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Contractor shall not impose minimum order requirements.
NOTES/COMMENTS:			

D. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes I.A.			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. Information may be requested at any time by the SPB, as determined by the State.
NOTES/COMMENTS:			

V. SCOPE OF WORK

The Contractor must provide the following information in response to this solicitation.

A. SCOPE

It is the intent of this bid invitation to establish a contract to supply Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional two (2) three (3) month periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the contractor and the State of Nebraska.

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT(Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

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

C. INVOICES

Invoices for payments must be submitted by the Contractor to the ordering agency requesting the goods with sufficient detail to support payment. Payment will be made based on the quantities received. Invoices must reference the purchase order number. 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.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within solicitation Response (Initial)	NOTES/COMMENTS:
J.R.			

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

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.

E. 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.

F. 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).

G. 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.

H. 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

K. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>Z.A.</i>			

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

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

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

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

L. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>Z.A.</i>			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

M. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>Z.A.</i>			

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the ITB response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. 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.

F. PRICES

Prices quoted shall be unit price (per cubic yard) 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 contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, handling, fuel surcharge, packaging, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

3. The State may terminate the contract immediately for the following reasons:
- a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
J.G.			

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

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

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

2. SELF-INSURANCE (Statutory)

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

N. ATTORNEY'S FEES

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

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

O. ASSIGNMENT, SALE, OR MERGER

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

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

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

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

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

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.

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.

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
J.A.			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
J.R.			

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

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
J.B.			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with

II. TERMS AND CONDITIONS

Contractors should complete Section II. through X. as part of their bid. Contractor is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor 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 solicitation Contractor 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 Contractor 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 solicitation. The State reserves the right to reject bids that attempt to substitute the Contractor's commercial contracts and/or documents for this solicitation.

The Contractor should submit with their bid any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor 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 Contractor'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 Solicitation Response (Initial)	NOTES/COMMENTS:
JA			

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

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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Bid.

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

contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a bid, withdraw an intent to award, or rescind the award of a contract.

S. AWARD

The State reserves the right to evaluate bid and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the bid, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new bid opening time;
3. Waive deviations or errors in the State's solicitation process and in contractor bids that are not material, do not compromise the solicitation process or a contractor's bid, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a bid;
5. Accept or reject all bids;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Contractor qualifications and capabilities;
6. State contract management requirements and/or costs; and,

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

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

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

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

T. 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 Contractor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation 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.

U. SAMPLES

When requested, samples should be furnished at the Contractor's expense prior to the opening of the bid, unless another time is specified. Each sample should be labeled clearly, and identify the Contractor's name, the ITB number, item number, and the brand and model number, if applicable. Samples submitted must be 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 solicitation. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Contractor wishes to have the sample returned, it will be returned at the Contractor's expense upon request. The sample will not be returned until thirty (30) calendar days after any bid protest or, the execution of a contract. The Contractor shall have ten (10) calendar days to arrange for the return of the sample to the Contractor following any of the above dates. If no request from the Contractor is received within the above dates, the State reserves the right to use, donate, or surplus the samples in accordance with the State's policies.

V. ALTERNATE/EQUIVALENT BIDS

Contractor may offer bids which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bids will result in goods and/or services equivalent to or better than those which would be supplied in the original bids specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their bids, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bids

I. 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, "Contractor Contact Sheet". Bids must reference the solicitation number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Contractor's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The solicitation number must be included in all correspondence.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the Contractor'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 contractor 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 "Solicitation" form, the Contractor guarantees compliance with the provisions stated in this solicitation.

J. BID PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH INVITATION TO BID

Violation of the terms and conditions contained in this solicitation 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 Contractor's bid
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Contractor 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.

L. BID CORRECTIONS

A contractor 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.

M. LATE BID

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 Contractor and at Contractor's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

N. 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 for goods, 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 contractor, in accordance with the solicitation 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 contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released.

C. 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	January 13, 2020
2.	Last day to submit written questions	January 23, 2020
3.	State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 27, 2020
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 6, 2020 2:00 PM Central Time
5.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
6.	Contractor start date	April 23, 2020

ACRONYM LIST

AASHTO - American Association of State Highway and Transportation Officials

ARO – After Receipt of Order

ACH – Automated Clearing House

ASTM - American Society for Testing and Materials

AS - Administrative Services

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

DIST - District

F.O.B. – Free on Board

HWY - Highway

ITB – Invitation to Bid

JCT - Junction

MI - Mile(s)

MP- Mile Post

NA - Not Applicable

NDOT - Nebraska Department of Transportation

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

RFI – Request for Information

RFP – Request for Bid

RP - Reference Post

SPB – State Purchasing Bureau

TBD - To Be Determined

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.

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

NDOT: Nebraska Department of Transportation

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-Bid 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.

Bid: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

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

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.

ACH deposit: Automated Clearing House deposit.

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 solicitation

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

Bid : 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.

Contractor: 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.

Catalog/Non-Core: A printed or electronic list of products a contractor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

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

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INVITATION TO BID

6203 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 6203 OF for the purpose of selecting a qualified Contractor to provide **Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel** for Nebraska Department of Transportation (NDOT) area locations throughout the State of Nebraska. Specifications can be found in **Section VI. through X. - Invitation To Bid – Technical Specifications**. 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 Contractor (Parties). The Contract includes the option to renew for two (2) additional three (3) month periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful Contractor'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 solicitation will be posted to the SPB website.

These postings will include the entire bid or response. Contractors must request that proprietary information be excluded from the posting. The Contractor 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 Contractor 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 CONTRACTOR 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 determine, in its sole discretion, if the disclosure of the information designated by the Contractor as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Contractor will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor'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 solicitation 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 solicitation, specifically waives any copyright or other protection the contract, bid, or response to the solicitation 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 solicitation and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a bid or response to the solicitation 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 solicitation, awards, and other documents.

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	01/13/20	Page	8 of 9
Solicitation Number	6203 OF		
Opening Date and Time	02/06/20	2:00 pm	
Buyer	BRENDA SENSIBAUGH (AS)		

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

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
93	DIST 8 DEICING GRAVEL TAYLOR TARD	1,000.0000	TN		
94	DIST 8 DEICING GRAVEL O'NEILL YARD	1,000.0000	TN		
95	DIST 8 ARMOR COAT GRAVEL HWY11 MP185 N OF BUTTE	2,000.0000	TN		
96	DIST 8 WINDROW GRAVEL SPRINGVIEW YARD	1,000.0000	TN		
97	DIST 8 WINDROW GRAVEL HWY20 MP135 1MI W OF MERRIMAN	1,200.0000	TN		
98	DIST 8 WINDROW GRAVEL HWY12 MP81 N BROCKBURG	700.0000	TN		
99	DIST 8 WINDROW GRAVEL HWY12 MP102 8MI E OF NAPER	350.0000	TN		
100	DIST 8 WINDROW GRAVEL HWY281 MP212 AT SPENCER	350.0000	TN		
101	DIST 8 WINDROW GRAVEL HWY11 MP91 S OF BURWELL	700.0000	TN		
102	DIST 8 WINDROW GRAVEL HWY20 MP165 6MI E OF CODY	600.0000	TN		
103	DIST 8 WINDROW GRAVEL HWY12 MP19 1MI E OF SPARKS	600.0000	TN		
104	DIST 8 WINDROW GRAVEL HWY20 MP202 6MI E OF VALENTINE	1,200.0000	TN		
105	OPTION 1:DELIVERY COST PER TON ARMOR COAT ALT/ADD LOCATIONS	200.0000	TN		
106	OPTION 2:DELIVERY COST PER TON DEICING ALT/ADD LOCATIONS	200.0000	TN		
107	OPTION 3:DELIVERY COST PER TON WINDROW ALT/ADD LOCATIONS	200.0000	TN		

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
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Date	01/13/20	Page	6 of 9
Solicitation Number	6203 OF		
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DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
64	DIST 6 WINDROW GRAVEL ANSLEY HWY183 MP89	750.0000	TN		
65	DIST 6 WINDROW GRAVEL SARGENT YARD	750.0000	TN		
66	DIST 6 WINDROW GRAVEL OCONTO JCT HWY21 AND 40	750.0000	TN		
67	DIST 6 WINDROW GRAVEL ARNOLD HWY92 MP251	375.0000	TN		
68	DIST 6 WINDROW GRAVEL ANSELMO HWY2 MP257	750.0000	TN		
69	DIST 6 WINDROW GRAVEL BROKEN BOW HWY21 MP68	750.0000	TN		
70	DIST 6 WINDROW GRAVEL HWY2 AT DUNNING	750.0000	TN	11.50 Ton	\$8,625
71	DIST 6 WINDROW GRAVEL HWY25 MP104 AT SUTHERLAND	2,000.0000	TN		
72	DIST 6 WINDROW GRAVEL LEXINGTON YARD	750.0000	TN		
73	DIST 6 WINDROW GRAVEL HWY2 MP183 1MI W OF MULLEN	2,500.0000	TN	11.00 Ton	\$27,500
74	DIST 6 WINDROW GRAVEL HWY92 MP205 2MI E TYRON	2,000.0000	TN		
75	DIST 6 WINDROW GRAVEL HWY83 MP130 18MI N STAPLETON	1,000.0000	TN	11.50 Ton	\$11,500
76	DIST 6 WINDROW GRAVEL HWY92 MP225 3MI W OF STAPLETON	500.0000	TN	13.00 Ton 14.58 Ton	\$6,500 \$7,290
77	DIST 6 WINDROW GRAVEL HWY2 MP176 10MI W OF MULLEN	1,000.0000	TN	12.50 Ton	\$12,500
78	DIST 6 WINDROW GRAVEL	1,000.0000	TN		

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	01/13/20	Page	2 of 9
Solicitation Number	6203 OF		
Opening Date and Time	02/06/20	2:00 pm	
Buyer	BRENDA SENSIBAUGH (AS)		

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

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5	DIST 3 ARMOR COAT GRAVEL NELIGH YARD	2,800.0000	TN	_____	_____
6	DIST 3 ARMOR COAT GRAVEL HWY57 8MI OF STANTON	1,500.0000	TN	_____	_____
7	DIST 3 ARMOR COAT GRAVEL HWY121 JCT 121 AND 32	2,200.0000	TN	_____	_____
8	DIST 3 ARMOR COAT GRAVEL HWY13 4MI N OF PIERCE	750.0000	TN	_____	_____
9	DIST 4 DEICING GRAVEL FULLERTON MAINT YARD	500.0000	TN	_____	_____
10	DIST 4 DEICING GRAVEL ORD MAINT YARD	500.0000	TN	_____	_____
11	DIST 4 DEICING GRAVEL GREELEY YARD	300.0000	TN	_____	_____
12	DIST 4 DEICING GRAVEL ST PAUL MAINT YARD	1,000.0000	TN	_____	_____
13	DIST 4 DEICING GRAVEL LOUP CITY YARD	700.0000	TN	_____	_____
14	DIST 4 DEICING GRAVEL HWY14 MP60 3MI S AURORA	1,000.0000	TN	_____	_____
15	DIST 4 DEICING GRAVEL JCT 34 AND 81 2MI N OF YORK	1,200.0000	TN	_____	_____
16	DIST 4 ARMOR COAT GRAVEL HWY6 MP219 6MI E OF HASTINGS	500.0000	TN	_____	_____
17	DIST 4 ARMOR COAT GRAVEL LOUP CITY YARD	500.0000	TN	_____	_____
18	DIST 4 WINDROW GRAVEL HWY6 MP219 6MI E OF HASTINGS	500.0000	TN	_____	_____
19	DIST 4 WINDROW GRAVEL HWY281 MP7 2MI N OF RED CLOUD	1,420.0000	TN	_____	_____