

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	3/11/20	Page	1 of 1
Solicitation Number	6261 OF		
Opening Date and Time	04/08/20	2:00 pm	
Buyer	BRENDA SENSIBAUGH (AS)		

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

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

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

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

Contract to supply and deliver Road 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.

(03/11/20 ml)

INVITATION

Line	Description
1	ROAD SALT - NDOT SEE ATTACHMENT A FOR BIDDING

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____ % _____ 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 _____ 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# _____
VENDOR: JEFFRES SAND + GRAVEL INC
Address: PO BOX 220
82428 JEFFRES LANE
BURWELL NE 68823

Contact DARRI JEFFRES
Telephone 308 346-5123
Facsimile 308 346-4826
Email JEFFRESTRUCKING@HOTMAIL.COM
JSB1@NCTC.NET

INVITATION TO BID

Number 6261 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6261 OF for the purpose of selecting a qualified Contractor to provide **Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride)**. A more detailed description can be found in Section VI, paragraph C. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

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

INFORMATION PERTINENT TO THIS SOLICITATION 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 proposal 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 proposals or responses received regarding this solicitation will be posted to the SPB website.

These postings will include the entire proposal or response. Contractor 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 PROPOSAL 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 Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. 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, proposal, 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 proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, 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 proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal 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 proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

Agency: Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

Automated Clearing House (ACH): Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation

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

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

Contractor: A contractor who submits an offer bid in response to a written solicitation

Bidder: A contractor who submits an offer proposal in response to a written solicitation

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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 proposal, purchase order or contract without expectation of conducting or performing 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 competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive

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

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

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

Contract Period: The duration of the contract

Contractor: An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract.

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

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

Core List: Items specifically listed on the solicitation upon which a proposal is evaluated for award

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

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

Default: The omission or failure to perform a contractual duty

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

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

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

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

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

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

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

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

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein

Invalid Bid: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

Invitation to Bid (ITB): A written solicitation utilized for obtaining competitive offers for Services or Goods

Late: An offer received after the Opening Date and Time

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

Mandatory/Must: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

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

Must: See Mandatory/Must and 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 services

Non-core: See Catalog.

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 proposals

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

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

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

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, 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 the solicitation or resultant contract, brought by a contractor who has timely submitted a proposal 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

Quote: See Proposal

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

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

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

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

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

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

Shall: See Must

Should: Expected; suggested, but not necessarily mandatory

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor.

Will: See Mandatory/Must/Shall

Work Day: See Business Day

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

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

DIST - District

HWY – Highway

JCT - Junction

MI - Mile(s)

MP- Mile Post

NA - Not Applicable

F.O.B. – Free on Board

ITB – Invitation to Bid

NIGP – National Institute for Governmental Purchasing

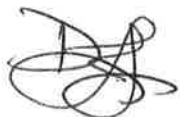
PA – Participating Addendum

RFI – Request for Information

RFP – Request for Proposal

SPB – State Purchasing Bureau

TBD - To Be Determined



I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing **Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride)** at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Solicitation Number: 6261 OF
Name: Brenda Sensibaugh
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

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

The State reserves the right to reject a contractor's ,bid, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

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 solicitation	March 11, 2020
2.	Last day to submit written questions	March 19, 2020
3.	Optional Pre-Proposal Conference Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	March 24, 2020
4.	Last day to submit written questions after Pre-Proposal Conference	March 26, 2020
5.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 30, 2020
6.	Bid Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	April 8, 2020 2:00 PM Central Time
7.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
8.	Contract award	TBD

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "ITB Number 6261 OF; Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

Solicitation Section Reference	Solicitation Page Number	Question

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

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is optional. Contractors will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the solicitation requirements. Questions that have a material impact on the solicitation or solicitation process, and relevant to all Contractors will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the ITB or process, and are only of interest to an individual contractor during the conference. If a Contractor feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

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

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

G. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

H. DEVIATIONS FROM THE INVITATION TO BID

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the Contractor in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed



changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF BIDS

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

Contractors should submit one bid marked on the first page: "ORIGINAL". If multiple bids are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Contractor is solely responsible for any variance between the copies submitted. Bid responses should include the completed Form A, "Contractor Bid Point of Contact". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. 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 ITB number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the contractor's responsibility to ensure the ITB is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed bids must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late bids will be accepted.

The Invitation to Bid form must be manually signed in an indelible manner and returned by the bid opening date and time along with the contractor's Invitation to Bid along with any other requirements as stated in the Invitation to Bid document in order for the contractor's Invitation to Bid response to be evaluated.

It is the responsibility of the contractor to check the website for all information relevant to this Invitation to Bid to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Emphasis should be concentrated on conformance to the ITB 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 proposal as non-conforming.

By signing the Invitation to Bid, the contractor guarantees compliance with the provisions stated in this ITB.

The State shall not incur any liability for any costs incurred by contractors in replying to this ITB, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

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. Changing a bid after opening may be permitted 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 BIDS

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the 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.

O. INVITATION TO BID/BID REQUIREMENTS

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. Completed ITB Form or State's Cost Sheet.

P. EVALUATION OF BIDS

All bids that are responsive to the solicitation will be evaluated based on the following:

1. Bid Sheet – Attachment A

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident contractor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the ITB cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

Q. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria) and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. The award will then be granted to the lowest responsible contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a BAFO.

R. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the 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 bids 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 bids, 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 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>

The State reserves the right to make awards that are in the best interest of the State. The State will consider, but is not limited to, pricing in award criteria. Pricing will be evaluated based upon the District total extended price.

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 proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

W. LUMP SUM OR "ALL OR NONE" PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

X. BID REQUIREMENTS

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II, III, IV, VI, and Attachments A and B in their entirety;
4. Completed Highway Deicing Salt Bid Sheet (Attachment A); and,
5. Completed Product Sample Checklist (including sample submission (Attachment B).

Y. EMAIL SUBMISSIONS

SPB will not accept proposals by email, electronic, voice, or telephone proposals **except** for one-time purchases under \$50,000.00.

Z. BID TABULATIONS

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

AA. REJECTION OF BIDS

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

BB. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

Contractors should complete Section II through VI as part of their proposal. 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:
			

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

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's bid response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. 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 Proposal.

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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses 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. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

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 contract 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.


E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. 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 Contractor shall prepare a written description of the work required due to the change and 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 proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal 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:
			


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:
			

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:
			


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



proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach. OR In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby, the State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

K. NON-WAIVER OF BREACH

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


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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

1. GENERAL

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



2. **PERSONNEL**

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

3. **SELF-INSURANCE (Statutory)**


The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, 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 contract to the extent provided by law.

N. ATTORNEY'S FEES

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

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 ordered 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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

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:
			

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.

Q. FORCE MAJEURE

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

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

R. CONFIDENTIALITY

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

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

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

S. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor




shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

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

T. CONTRACT CLOSEOUT

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

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

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

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



III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

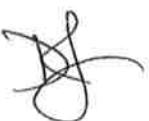
The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and



Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. 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 proposal. 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

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

Prices quoted on the Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) Bid Sheet (Attachment A) shall remain fixed for the first full year of the contract (the only allowance is based upon diesel fuel prices as described section V. Item E). Any request for a price increase subsequent to the first year must be submitted in writing to the SPB for approval a minimum of 30 days prior to proposed effective date of increase, and be accompanied by documentation justifying the price increase. These documents include, but are not limited to the following:

1. Invoices for physical components of contracted items.



2. Manufacturer letter of price increase, if applicable. Further documentation may be required by the State to justify the increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.


The State will be given full proportionate benefit of any decreases for the term of the contract.

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

G. COST CLARIFICATION


The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

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

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


I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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




J. ANTITRUST

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

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

K. CONFLICT OF INTEREST


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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Bid or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.


If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

L. STATE PROPERTY

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

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:
			

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.

N. ADVERTISING

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

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 and services 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.

O. DISASTER RECOVERY/BACK UP PLAN

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

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

P. DRUG POLICY

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

Q. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

DF

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

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

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).

Invoices should be sent to the “Invoice To” address on the Purchase Order.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and 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)


Except when exempted by Neb. Rev. Stat. §§ 81-2407, 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 (First Paragraph is Statutory)

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

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

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



V. SCOPE OF WORK

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

A. SCOPE

It is the intent of this proposal invitation to establish a contract to supply Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) 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 contractor and the State. 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.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation 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 Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) 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 proposal 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 proposal document. If manufacturer's information necessary to show compliance with these specifications is not attached to the proposal document, the Contractor 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 proposal.

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 (per ton) and shall be firm for one (1) year from date of an award (the only allowance is based upon diesel fuel prices as described in this section) 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) area, as specified in Attachment A. 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 each location within the entire District. Districts, storage capacities, and historical usage data are provided in Attachment A.

Prices shall be provided for both Peak and Off-Peak:

1. Off-Peak (OP), Months of April through October (see Orders and Delivery Section for details).
2. Peak (P), Months of November through March (see Orders and Delivery Section for details).

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 vendor 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/statshhtml/96.htm> The initial price index (P_0) 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 (P_0).

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

$$FCA_i = \Delta P * F_i$$

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.

- D_i = Destination (final point of delivery)
- d_i = Approximate distance from the Origin to each Destination, miles
- E = Approximate Average Fuel Economy, miles/gallon
- F_i = Fuel used for delivery to a particular Destination, gallons
- P_0 = Initial Price Index, \$/gallon
- P_m = Monthly Retail Price, \$/gallon
- $\Delta P = P_m - (P_0)$ = Difference between Monthly Retail Price and Initial Index Price, \$/gallon
- $FCA_i = \Delta P * F_i$ = Fuel Cost Adjustment for a particular Destination, \$

Example 1:

Origin	D_2	d_2	E	F_2	P_0	P_m
Kanopolis, KS	Chadron, NE	505 miles	5 miles/gal	$d_2/E = 505/5 = 101$ gal	\$4.00/gal	\$4.42/gal

ΔP
\$4.42
- \$4.00
= \$0.42

FCA_2
$\Delta P * F_2 = \$0.42 * 101 = \underline{\$42.42}$

Example 2:

Origin	D_3	d_3	E	F_3	P_0	P_m
Kanopolis, KS	Columbus, NE	230 miles	5 miles/gal	$d_3/E = 230/5 = 46$ gal	\$4.00/gal	\$3.78/gal

ΔP
\$3.78
- \$4.00
= -\$0.22

FCA_3
$\Delta P * F_3 = -\$0.22 * 46 = \underline{(\$10.12)}$

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. 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.
3. **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.
4. 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.
5. Deliveries are to be made during normal working hours, except State holidays, between 8:00 a.m. and 4:00 p.m., Monday – Friday. If an emergency exists, delivery may be made through prior arrangements with receiving personnel.
6. 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.*

7. Shipments of Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) to specified locations will be in truckloads of approximately 25 tons.
8. 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.
9. A successful Contractor will maintain sufficient inventory to process and deliver within the specified days ARO, as stated below, and in Attachment A.
 - a. Peak Season (November through March). Delivery requirements are specific to each yard, and will be ten (10) days ARO. Specific delivery requirements are contained in Attachment A. Orders will be placed no later than Wednesday of each week.

- b. Off-Peak Season (April through October) – NDOT will have two planned off-peak orders:
 - i. April 1 (on or about): This order is intended to be the large summer fill to restock salt storage facilities.
 - ii. June 30 (no later than): This order is intended to fulfill the State's 80% guarantee (as required)

Additionally, on an exceptional, as-needed basis, NDOT shall retain the right to place orders on any other day of the year. All off-peak orders must be delivered no later than October 31, or within 30 days ARO, whichever is later, or as mutually agreed upon between the parties.



VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS




Contractor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Contractor to qualify for the award.

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




"NO" response means the Contractor 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 Contractor'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 Contractor'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 solicitation response. Any noncompliance may void your proposal. Non-compliance to any single specification can void your proposal.
			2. It is the responsibility of Contractors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Contractor.
			3. No interpretation related to the meaning of solicitation specifications or other pre-proposal documents will be made orally to any Contractor by the State. Any solicitation interpretation must be put in writing by the Contractor to: the State Purchasing Bureau, E-mail questions to SPB. as.materielpurchasing@nebraska.gov by the last day to submit written questions per 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 Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) 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 (ROAD SALT (ASTM D632 TYPE I, GRADE 1 SODIUM CHLORIDE) 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 submit 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).





			<p>Samples of Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) (when required) shall be provided by the bid opening date 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 Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) is to be of material and construction as bid. Failure to supply samples and/or sample(s) that do not meet specifications and/or fail any of the protocols/tests as outlined herein, may be grounds to reject the bid. Bids may be rejected based on the quality of samples provided. Sample(s) shall be shipped to:</p> <p style="text-align: center;">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).</p>																										
			<p>5. The Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) shall conform to the following requirements as provided in the table below:</p> <table border="1" data-bbox="634 863 1442 1129"> <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>1/2 in.</td> <td>100</td> <td rowspan="5" style="text-align: center;">ASTM D632</td> </tr> <tr> <td>3/8 in.</td> <td>95 – 100</td> </tr> <tr> <td>No. 4</td> <td>20 – 90</td> </tr> <tr> <td>No. 8</td> <td>10 – 60</td> </tr> <tr> <td>No. 30</td> <td>0 – 15</td> </tr> <tr> <td>Sodium Chloride Content</td> <td colspan="2">95.0% minimum</td> <td>ASTM D632</td> </tr> <tr> <td>Insoluble Material Content</td> <td colspan="2">5.0% maximum</td> <td>ASTM E534</td> </tr> </tbody> </table>	Requirement	Specification		Test Method	Sieve	% Passing	Gradation	1/2 in.	100	ASTM D632	3/8 in.	95 – 100	No. 4	20 – 90	No. 8	10 – 60	No. 30	0 – 15	Sodium Chloride Content	95.0% minimum		ASTM D632	Insoluble Material Content	5.0% maximum		ASTM E534
Requirement	Specification		Test Method																										
	Sieve	% Passing																											
Gradation	1/2 in.	100	ASTM D632																										
	3/8 in.	95 – 100																											
	No. 4	20 – 90																											
	No. 8	10 – 60																											
	No. 30	0 – 15																											
Sodium Chloride Content	95.0% minimum		ASTM D632																										
Insoluble Material Content	5.0% maximum		ASTM E534																										
<p>NOTES/COMMENTS:</p>																													

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 Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) will be directed by NDOT personnel. The sampling shall be performed according to ASTM D632.</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* Field samples taken of the delivered material may be checked for gradation 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>B. Price Adjustments Based on Sodium Chloride Content* 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. Price Adjustments Based on Insoluble Material Content* 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 = (110.0 x Dry Wt. of Salt) divided by (100 + % Insoluble Material) * 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,. 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="padding-left: 40px;">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>
<p>NOTES/COMMENTS:</p>		



E. BASIS OF ACCEPTANCE/BID COMPLIANCE


YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Vendor certifies that any Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) furnished under this Contract will be in compliance with the specifications for the duration of the Contract Period.
NOTES/COMMENTS:			

F. ANNUAL USAGE, ESTIMATED


YES	NO	NO & PROVIDE ALTERNATIVE																			
X			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.																		
X			2. The State will guarantee purchase of at least 80% of the estimated annual requirement for each District. Any quantities of product ordered to satisfy this guarantee shall be placed no later than 30 June of each year, and charged at the off-peak price.																		
X			3. The awarded vendor will guarantee delivery of 120% of the estimated annual requirement for each District. The estimated annual requirement includes deliveries at all times throughout the year.																		
X			4. The State is divided into eight Districts, and each will be awarded separately. Districts are illustrated in Attachment A.																		
X			5. Delivery is required to all locations within a District, as specified on the purchase orders. At any point, Contractor shall be responsible for delivery to any additional storage and/or locations within each District that NDOT may add at any time during the term of the contract.																		
X			6. Maximum weekly order allocations during the peak season (Nov - Mar): <table border="1" style="margin: 10px auto;"> <thead> <tr> <th>District</th> <th>Weekly Allocation (tons)</th> </tr> </thead> <tbody> <tr><td>1</td><td>1000</td></tr> <tr><td>2</td><td>800</td></tr> <tr><td>3</td><td>800</td></tr> <tr><td>4</td><td>600</td></tr> <tr><td>5</td><td>400</td></tr> <tr><td>6</td><td>700</td></tr> <tr><td>7</td><td>200</td></tr> <tr><td>8</td><td>200</td></tr> </tbody> </table> <p>Weekly peak orders that do not exceed the allocations outlined in the table above are subject to ARO deadlines as outlined in Section V; and such orders must be completed as specified in this ITB, lest the order(s) be cancelled, given to another vendor, and any negative difference in cost will be charged to the Contractor, in accordance with Section V.</p> <p>Any peak order quantities that exceed the allocations outlined in the table above are NOT subject to ARO deadlines. For example, should a weekly peak order for 800 tons be placed for District 4, the first 600 tons of that order must be completed as specified in this ITB – the remaining 200 tons of that order would not be subject to ARO deadlines and would therefore not be at risk of cancellation.</p>	District	Weekly Allocation (tons)	1	1000	2	800	3	800	4	600	5	400	6	700	7	200	8	200
District	Weekly Allocation (tons)																				
1	1000																				
2	800																				
3	800																				
4	600																				
5	400																				
6	700																				
7	200																				
8	200																				

NOTES/COMMENTS:



G. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The contractor shall, upon request, 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:			


H. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. For each District bid, Bidder certifies they can meet delivery to all locations within a District as specified in Attachment A. Additionally, Bidder agrees to deliver to any additional storage and/or locations within each District 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. 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.

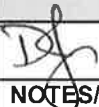


			2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this proposal invitation.
			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

K. AUTHORIZED DEALER


YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Bidder certifies it is an authorized dealer of Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) and that it is not a primarily a transporter of goods for hire, and if awarded a contract, the contractor will either use its privately-owned equipment for delivery of Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) or obtain transportation through a non-owned duly licensed common carrier. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract.
NOTES/COMMENTS:			

L. SUBSTITUTIONS

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

M. SECRETARY OF STATE REGISTRATION REQUIREMENTS

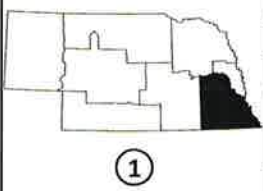
CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES

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)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <ol style="list-style-type: none"> 1. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <ol style="list-style-type: none"> 2. 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. 3. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.
		<p>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>



**6261 OF ATTACHMENT A
ROAD SALT (ASTM D632 TYPE I, GRADE 1) BID SHEET**

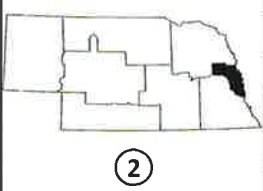
Vendor Name: <u>JEFFRES SAND & GRAVEL INC</u>			Cap. (tons)	Est. ann. rqmt (tons)	Avg % peak orders (1 Nov - 31 Mar)	Avg % off-peak orders (1 Apr - 31 Oct)	BID	
							Peak price per ton (1 Nov - 31 Mar) Delivery required 10 days after receipt of order	Off-peak price per ton (1 Apr - 31 Oct) Delivery required by 31 October
District	Yard	Address						

 <p align="center">①</p>	David City	235 Iowa St, 68632	2,100	1,950	4%	96%		
	Greenwood	12909 238th St, 68366	4,000	2,500	22%	78%		
	Lincoln - Superior	302 Superior St, 68521	3,000	1,575	48%	52%		
	Seward	2500 NE Hwy 15, 68434	2,350	1,500	17%	83%		
	Wahoo	2311 Aspen St, 68066	2,250	2,225	28%	72%		
	Beatrice	117 Hill St, 68310	2,550	1,200	17%	83%		
	Blue Springs	38586 NE Hwy 112, 68347	800	975	5%	95%		
	Dorchester	508 W Depot St, 68343	3,400	1,475	16%	84%		
	Fairbury	1500 K St, 68352	2,050	1,400	22%	78%		
	Lincoln - Salt Valley	5300 Salt Valley View St, 68512	2,600	1,175	34%	66%		
	Pawnee City	900 B St, 68420	2,100	1,475	7%	93%		
	Wilber	RP 61, NE Hwy 41, 68465	900	500	7%	93%		
	Auburn	2127 J St, 68310	3,000	1,850	15%	85%		
	Eagle	1207 S 214th Street, 68347	1,200	500	0%	100%		
	Falls City	1525 E 14th St, 68355	2,100	775	5%	95%		
	Nebraska City	6170 US Hwy 75, 68410	3,000	1,475	41%	59%		
	Palmyra	510 F Road (Hwy 2), 68418	1,500	1,100	39%	61%		
	Syracuse	RP 51.5, NE Hwy 50, 68446	1,600	875	12%	88%		
Tecumseh	772 N 1st St, 68450	1,500	1,225	32%	68%			
District 1 Totals →			42,000	25,750	21%	79%	INVALID	

The state guarantees purchase of at least 80% of the estimated annual requirement → 20,600

The vendor must guarantee delivery of 120% of the estimated annual requirement → 30,900

Vendors must bid each yard for this District.

 <p align="center">②</p>	Omaha - Dome	4425 S 108th St, 68145	13,200	5,450	0%	100%		
	Omaha - Mormon Bridge	5015 Battlefield Dr, 68152	3,035	2,025	43%	57%		
	Omaha - South	5929 S 25th St, 68107	3,350	2,400	15%	85%		
	Blair	2252 Pittack St, 68008	1,800	1,725	37%	63%		
	Fremont	2550 W 23rd Dr, 68026	3,500	3,300	20%	80%		
	Elkhorn	2829 N 204th St, 68022	3,520	3,275	8%	92%		
	Manley	RP 13, NE Hwy 1, 68403	350	200	18%	82%		
	Melia Hill	15525 S 234th St, Gretna, 68028	2,200	2,300	20%	80%		
	Plattsmouth	1000 S 22nd St, 68048	1,850	1,275	26%	74%		
	District 2 Totals →			32,805	21,950	16%	84%	INVALID

The state guarantees purchase of at least 80% of the estimated annual requirement → 17,560

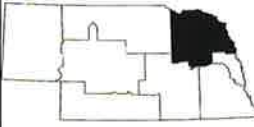
The vendor must guarantee delivery of 120% of the estimated annual requirement → 26,340

Vendors must bid each yard for this District.



**6261 OF ATTACHMENT A
ROAD SALT (ASTM D632 TYPE I, GRADE 1) BID SHEET**

Vendor Name: <u>JEFFRES SAND & GRAVEL INC</u>			Cap. (tons)	Est. ann. rqmt (tons)	Avg % peak orders (1 Nov - 31 Mar)	Avg % off-peak orders (1 Apr - 31 Oct)	BID	
							Peak price per ton (1 Nov - 31 Mar)	Off-peak price per ton (1 Apr - 31 Oct)
District	Yard	Address					Delivery required 10 days after receipt of order	Delivery required by 31 October

<p>THREE</p>  <p align="center">③</p>	Albion	2664 NE Hwy 39, 68620	2,400	925	50%	50%		
	Clarkson	120 Bryan St, 68629	530	650	67%	33%		
	Columbus	3303 12th St, 68601	1,400	825	67%	33%		
	Humphrey	26830 NE Hwy 91, 68642	1,400	1,250	57%	43%		
	Schuyler	E 22nd & H St, 68661	1,745	1,200	0%	100%		
	Bloomfield	54506 NE Hwy 84, 68718	800	850	34%	66%		
	Neligh	910 E Hwy 275, 68756	1,450	1,350	26%	74%		
	Niobrara	269 Cedar St, 68760	1,800	1,200	63%	37%		
	Plainview	86398 538 Ave, 68769	1,200	1,100	18%	82%		
	Norfolk	408 N 13th St, 68701	8,000	2,300	25%	75%		
	West Point	1500 N Lincoln St, 68788	1,000	1,050	78%	22%		
	Dakota City	2300 Broadway St, 68731	750	600	68%	32%		
	Lyons	1150 County Rd RS, 63038	1,850	1,375	64%	36%		
	S Sioux City	500 W 9th St, 68776	1,325	675	58%	42%		
	Crofton	55268 NE Hwy 12, 68730	750	425	83%	17%		
	Hartington	215 Industrial Rd, 68739	1,000	1,225	60%	40%		
	Laurel	214 US Hwy 20 N, 68745	1,450	950	78%	22%		
	Newcastle	102 Broadway St, 68757	1,000	600	44%	56%		
Wayne	1300 E 7th St, 68787	1,200	1,400	66%	34%			
District 3 Totals →			31,050	19,950	49%	51%	INVALID	

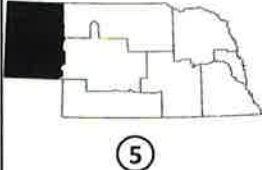
The state guarantees purchase of at least 80% of the estimated annual requirement → 15,960
 The vendor must guarantee delivery of 120% of the estimated annual requirement → 23,940

Vendors must bid each yard for this District.

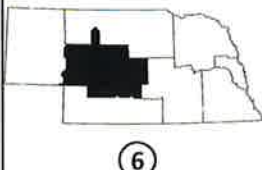


**6261 OF ATTACHMENT A
ROAD SALT (ASTM D632 TYPE I, GRADE 1) BID SHEET**

Vendor Name: <u>JEFFRES SAND & GRAVEL INC</u>			Cap. (tons)	Est. ann. rqmt (tons)	Avg % peak orders (1 Nov - 31 Mar)	Avg % off-peak orders (1 Apr - 31 Oct)	BID	
							Peak price per ton (1 Nov - 31 Mar) Delivery required 10 days after receipt of order	Off-peak price per ton (1 Apr - 31 Oct) Delivery required by 31 October
District	Yard	Address						

 <p align="center">⑤</p>	Alliance	298 Husker Rd, 69301	2,200	500	27%	73%	\$67.50	\$66.50
	Chadron	430 Stockade Road, 69337	2,200	525	61%	39%	\$69.85	\$68.85
	Crawford	3621 US Hwy 20, 69339	1,600	350	51%	49%	\$70.75	\$69.75
	Gordon	6737 NE Hwy 27, 69343	2,200	425	13%	87%	\$70.50	\$69.50
	Harrison	840 US Hwy 20, 69346	500	300	20%	80%	\$72.50	\$71.50
	Hemingford	821 Rolland Ave, 69348	1,000	800	58%	42%	\$68.75	\$67.75
	Bridgeport	510 E US Hwy 385, 69336	1,600	750	61%	39%	\$65.75	\$64.75
	Gering	140375 Rundell Rd, 69341	1,000	975	59%	41%	\$67.90	\$66.90
	Oshkosh	RP 104.5, US Hwy 26, 69154	400	225	53%	47%	\$63.50	\$62.50
	Chappell	1450 Road 165, 69129	1,600	950	42%	58%	\$62.00	\$61.00
	Harrisburg	RP 39, NE Hwy 71, 69345	1,000	900	84%	16%	\$67.00	\$66.00
	Kimball	3979 Road 32	1,800	1,325	65%	35%	\$66.00	\$65.00
	Sidney	2320 Illinois St, 69162	2,000	1,800	71%	29%	\$63.00	\$62.00
District 5 Totals →			19,100	9,825	58%	42%	\$647,583.00	

The state guarantees purchase of at least 80% of the estimated annual requirement → 7,860 Extended Price ↑
 The vendor must guarantee delivery of 120% of the estimated annual requirement → 11,790 All yards have been bid for this District.

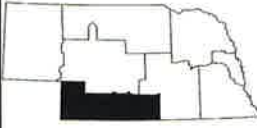
 <p align="center">⑥</p>	Gothenburg	123 Lake Ave, 69138	13,500	500	4%	96%		
	Lexington	2812 Plum Creek Pkwy, 68850	1,200	1,725	77%	23%		
	Maxwell	20053 E Island Road, 69151	400	950	72%	28%		
	North Platte (I-80)	500 W South River Rd, 69103	600	1,125	62%	38%		
	North Platte (W-30)	2400 W 14th St, 69103	1,400	2,100	75%	25%		
	Sutherland	920 NE Hwy 25, 69165	600	1,275	49%	51%		
	Wallace	201 E NE Hwy 23, 69169	600	1,400	61%	39%		
	Big Springs	114 Frontage Rd, 69122	1,600	1,525	46%	54%		
	Ogallala	307 E D St S, 69153	1,000	1,575	70%	30%		
	Lake Mac (Brule)	MM 141.3, US-26, 69127	770	770	57%	43%		
	Paxton	2051 E County Rd 80, 69155	600	400	57%	43%		
	Ansley	406 Division St, 68814	1,000	475	79%	21%		
	Arnold	510 S Carroll St, 69120	0	50	57%	43%		
	Broken Bow	515 E South E St, 68822	400	2,025	82%	18%		
	Oconto	78008 NE Hwy 21, 68860	1,000	1,425	53%	47%		
	Arthur	118 W Hawkins St, 69121	0	400	0%	100%		
	Hyannis	401 E Hwy 2, 69350	500	615	77%	23%		
	Mullen	402 SE 1st St, 69152	800	425	59%	41%		
Stapleton	122 NE Hwy S57A, 69163	1,200	600	0%	100%			
Thedford	83880 US Hwy 83, 69166	400	50	57%	43%			
District 6 Totals →			27,570	19,410	61%	39%	INVALID	

The state guarantees purchase of at least 80% of the estimated annual requirement → 15,528
 The vendor must guarantee delivery of 120% of the estimated annual requirement → 23,292 **Vendors must bid each yard for this District.**



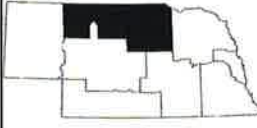
**6261 OF ATTACHMENT A
ROAD SALT (ASTM D632 TYPE I, GRADE 1) BID SHEET**

Vendor Name: JEFFRES SAND & GRAVEL INC			Cap. (tons)	Est. ann. rqmt (tons)	Avg % peak orders (1 Nov - 31 Mar)	Avg % off-peak orders (1 Apr - 31 Oct)	BID	
							Peak price per ton (1 Nov - 31 Mar) Delivery required 10 days after receipt of order	Off-peak price per ton (1 Apr - 31 Oct) Delivery required by 31 October
District	Yard	Address						

SEVEN								
	Alma	1004 10th St, 68920	1,600	250	43%	57%		
	Franklin	1814 I St, 68939	400	75	15%	85%		
	Holdrege	1013 W 4th Ave, 68949	1,000	325	49%	51%		
	Minden	509 W 9th St, 68959	400	350	54%	46%		
	Arapahoe	703 11th St, 68922	770	350	57%	43%		
	Elwood	101 Ripley St, 68937	770	275	0%	100%		
	Maywood	38587 NE Hwy 23	400	250	47%	53%		
	McCook	38764 US Hwy 6, 69001	1,000	500	37%	63%		
	Benkelman	70600 Avenue 338, 69021	1,200	350	31%	69%		
	Grant	328 E NE Hwy 23, 69140	500	250	11%	89%		
	Imperial	101 South St, 69033	1,200	600	26%	74%		
	Palisade	72617 NE Hwy 25A, 69040	1,200	625	23%	77%		
	District 7 Totals →			10,440	4,200	33%	67%	INVALID

The state guarantees purchase of at least 80% of the estimated annual requirement → 3,360
 The vendor must guarantee delivery of 120% of the estimated annual requirement → 5,040

Vendors must bid each yard for this District.

EIGHT								
	Ainsworth	736 E 4th St, 69210	1,450	1,000	50%	50%		
	Bassett	RP 180, US Hwy 183, 68714	150	25	50%	50%		
	Springview	306 N Main St, 68778	770	325	42%	58%		
	Atkinson	504 N Carberry St, 68713	1,450	400	49%	51%		
	Bartlett	210 Randolph St, 68622	500	325	46%	54%		
	Burwell	82403 NE Hwy 11, 68823	1,450	400	54%	46%		
	Naper	47004 NE Hwy 12, 68755	1,450	300	100%	0%		
	O'Neill	404 W Douglas St, 68763	800	700	32%	68%		
	Spencer	401 Hillcrest Blvd, 68777	400	300	67%	33%		
	Taylor	82367 Rusho Dr, 68879	1,450	275	0%	100%		
	Cody	312 W Ohio St, 69211	150	75	50%	50%		
	Merriman	511 N Main St, 69218	2,300	500	51%	49%		
	Valentine	602 E 1st St, 69201	400	650	63%	37%		
District 8 Totals →			12,720	5,275	50%	50%	INVALID	

The state guarantees purchase of at least 80% of the estimated annual requirement → 4,220
 The vendor must guarantee delivery of 120% of the estimated annual requirement → 6,330

Vendors must bid each yard for this District.



Form A
Contractor Contact Sheet
Invitation To Bid Number 6261 OF

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

Preparation of Solicitation Contact Information	
Contractor Name:	JEFFRES SAND AND GRAVEL INC
Contractor Address:	PO Box 220 BURWELL NE 68823
Contact Person & Title:	DARCI JEFFRES, OFFICE ASSISTANT
E-mail Address:	JS61@NCTC.NET
Telephone Number (Office):	308 346-5123
Telephone Number (Cellular):	308 750-0309
Fax Number:	308 346-4826

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

Communication with the State Contact Information	
Contractor Name:	JEFFRES SAND AND GRAVEL INC
Contractor Address:	PO BOX 220 BURWELL NE 68823
Contact Person & Title:	ABBE JEFFRES, TREASURER
E-mail Address:	JEFFRESTRUCKING@HOTMAIL.COM
Telephone Number (Office):	308 346-5123
Telephone Number (Cellular):	308 750-0851
Fax Number:	308 346-4826

ATTACHMENT B - ROAD SALT (ASTM D632 TYPE I, GRADE 1)
PRODUCT CHECKLIST

ITB #

6261 OF

! THIS FORM MUST ACCOMPANY YOUR BID SUBMISSION !

- △ All products beings 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).
- △ 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	Clear Roads 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	Type C Treated Salt	Broken Arrow	Stansbury Island, UT	<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"/> Attached <input checked="" type="checkbox"/> N/A	<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	Bulk Type C Road Salt	Morton Salt	Grantsville, UT	<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"/> Attached <input checked="" type="checkbox"/> N/A	<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 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"/> Attached <input checked="" type="checkbox"/> N/A	<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 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"/> Attached <input checked="" type="checkbox"/> N/A	<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 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"/> Attached <input checked="" type="checkbox"/> N/A	<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

Gabriel Jeffres
Bidder Signature

Gabriel Jeffres

04/08/2020

Bidder Printed Name _____ Date Submitted (mm/dd/yyyy)

Send all samples and information to this address:
Nebraska Department of Transportation
5001 So. 14th Street, Bldg 00101
PO Box 94759
Lincoln, NE 68509-4759

[Handwritten mark]

ATTACHMENT C - GENERAL SPECIFICATIONS

Products being submitted for evaluation during a bidding opportunity must be accompanied by two (2) one-gallon containers of the product along with the chemical, biological, and physical analyses performed by an independent laboratory with American Association for Laboratory Accreditation (ISO 17025).

All submitted products will be tested to the standard limits contained within these specifications (see Table 1) in order to assess the products' potential to cause a decrease in the public safety. Analytical results of all constituents for which limits have been set by these General Specifications must reflect testing to the specified limit or below. For example, the specified limit for Cadmium is 0.20 ppm – therefore, a submitted value for Cadmium of *“less than 1.00 ppm”* is not acceptable. Any product that fails to meet the standard limits as specified will be disqualified. The State has the right to accept or reject products based on the materials used to produce the product.

Solid products are to be diluted to a 25% (weight/volume) concentration and then tested as if the material was a liquid sample. Report only the values derived from the 25% solution for all of the standard limits. Do not back calculate the concentration of the parameters to the dry weight of the material.

All products being submitted for evaluation shall be unadulterated and in their finished form, as the products are designed to be applied. Any products purchased in the future will be expected to meet specifications as established in the bid process. All test data that is submitted with each product sample is subject to verification by the State laboratory. Results of testing from the State laboratory shall be verifiable and final.

All samples must be marked with an easily distinguishable name and the associated paperwork must be clearly marked so that the samples and the submitted product information can be easily identified and matched up. Failure to supply the required samples and complete product information will be cause for disqualification.

Specific gravity chart (liquid products only) with correlating weight percentage and freeze point information presented in 1% increments beginning with a five percent solution. The chart must contain information up to, including, and exceeding-by-5% (or the solubility limits of your product) the concentration being submitted for evaluations.

Bids shall be accompanied with the most recent detailed product specification sheet, Safety Data Sheet (SDS) including the SDS of the inhibitor, and the Product Sample Checklist.

All bids and samples shall be delivered by the time and date of the bid opening. Bids and samples that are received late will be disqualified. Mark all samples submitted to the Laboratory in large black lettering as *“BID SAMPLES-TIME CRITICAL”*.

ATTACHMENT C - GENERAL SPECIFICATIONS

The bidder shall furnish analyses of their product, performed by an independent laboratory with American Association for Laboratory Accreditation (ISO 17025), for the following constituents and attributes:

Constituents & Attributes	Standard Limits (or test result)	Test Method
Percent Concentration of Active Ingredient in the Liquid	Sample measurement as determined by an independent lab	Atomic absorption or inductively coupled plasma spectrophotometry as described in "Standard Methods for the Examination of Water and Waste Water", APHA/WWA-WPCF is acceptable. "Test Method A" in Appendix A of the Clear Roads Snow & Ice Control Chemical Products Specifications and Test Protocols (https://clearroads.org/wp-content/uploads/12-10-Final-CR-SPECS-wCategory4.pdf) is used to determine percent concentration of calcium chloride or magnesium chloride by atomic absorption.
Weight (lbs) per Gallon (liquid products only)	Sample measurement as determined by an independent lab	Specific gravity by ASTM D1429 Test Method A – Pycnometer at 20°C (+/- 1°C).
Corrosion Control Inhibitor Presence and Concentration	Sample measurement as determined by an independent lab	The laboratory may use the test procedures provided by the bidder or manufacturer for testing quantitative concentrations of additives. These same tests can then be used to verify that materials being delivered are the same as those previously tested and approved in the bid process.
pH (liquid products only)	6.0 – 10.0	ASTM D1293, except a dilution shall be made of one part chemical product to four parts distilled water before attempting a reading.
Corrosion Rate (corrosion inhibited products only)	≥ 70% less corrosive than NaCl	NACE Standard TM0169-95 (1995 Revision) as modified by Clear Roads. This procedure is listed as "Test Method B" in Appendix A of the Clear Roads Snow & Ice Control Chemical Products Specifications and Test Protocols (https://clearroads.org/wp-content/uploads/12-10-Final-CR-SPECS-wCategory4.pdf).
Total Settleable Solids	≤ 1.0%	This procedure is listed as Test Method "C" in Appendix A of the Clear Roads Snow & Ice Control Chemical Products Specifications and Test Protocols (https://clearroads.org/wp-content/uploads/12-10-Final-CR-SPECS-wCategory4.pdf).
Solids Passing #10 Sieve	≥ 99.0%	
Phosphorus	≤ 2500.00 ppm	Total constituent, as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF. Atomic absorption spectrophotometry or plasma emission spectroscopy, as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.
Cyanide	≤ 0.20 ppm	
Arsenic	≤ 5.00 ppm	
Barium	≤ 100.00 ppm	
Cadmium	≤ 0.20 ppm	
Chromium	≤ 1.00 ppm	
Copper	≤ 1.00 ppm	
Lead	≤ 1.00 ppm	
Selenium	≤ 5.00 ppm	
Zinc	≤ 10.00 ppm	
Mercury	≤ 0.05 ppm	Cold vapor atomic absorption spectrophotometry, as described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.

Table 1



ATTACHMENT C - GENERAL SPECIFICATIONS

Constituents & Attributes	Standard Limits (or test result)	Test Method
Milliequivalents or "meq"	Sample measurement as determined by an independent lab	This is a measure of the amount of unreacted base in the product. "Meq" means milliequivalents or the milligrams of acetic acid to neutralize 1 gram of unreacted base. Method for measuring unreacted base is a standard acid/base titration procedure. A fixed volume of acid (30ml of 0.1 N HCl) is added to a 1g sample of CMA. The excess acid is titrated with a standard base (0.1 N NaOH) to phenolphthalein endpoint, pH of 8.6.
Moisture Content of Solid Chemical Products	Sample measurement as determined by an independent lab	ASTM E534
Gradation (solid products only)	Sample measurement as determined by an independent lab	ASTM D632
Toxicity	Sample measurement as determined by an independent lab	According to "Short-Term Methods for Estimating the Chronic Toxicity of Effluent and Receiving Waters to Freshwater Organisms", Third Edition, EPA-600/4- 91/002.
Ammonia - Nitrogen Total Kjeldahl Nitrogen NO ₃ ⁻ & NO ₂ ⁻ as Nitrogen Bio. Oxygen Demand Chem. Oxygen Demand	Sample measurement as determined by an independent lab	As described in "Standard Methods for the examination of Water and Waste Water", APHA-AWWA-WPCF.
Frictional Analysis (liquid products only)	Sample measurement as determined by an independent lab	Frictional analysis shall be conducted on products that have been applied at the prescribed application rate to a pavement surface within a sealed and controlled humidity chamber. The frictional coefficient shall be measured on pavement surface as the humidity in the chamber is lowered and raised over the course of time. The data shall show a plot of the humidity curve and a plot of the coefficient of friction curve over time. The device that measures the frictional coefficient shall be calibrated and certified prior to use on the sample analysis.
Insoluble Material	Sample measurement as determined by an independent lab	ASTM E534 "Standard Test Methods for Chemical Analysis of Sodium Chloride". The method shall be modified by dissolving 100g of the sodium chloride sample into the prescribed volume and filtering the entire solution through a Whatman No. 541 (or equal), 125mm diameter filter paper seated in a Büchner funnel.
Chloride	Sample measurement as determined by an independent lab	ASTM D632
Sucrose	Sample measurement as determined by an independent lab	High-performance liquid chromatography, via AOAC 982.14C.

Table 1 (cont.)

ADDENDUM ONE REVISED SCHEDULE OF EVENTS

Date: March 12, 2020

To: All Bidders

From: Brenda Sensibaugh, Buyer
AS Materiel Purchasing

RE: Addendum for ITB Number 6261 OF to be opened April 8, 2020 at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
1.	Release solicitation	March 11, 2020
2.	Last day to submit written questions	March 19, 2020
3.	Optional Pre-Proposal Conference Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	March 24, 2020 At 2:00 p.m. Central Time
4.	Last day to submit written questions after Pre-Proposal Conference	March 26, 2020
5.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 30, 2020
6.	Bid Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	April 8, 2020 2:00 PM Central Time
7.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
8.	Contract award	TBD

This addendum will become part of the proposal and should be acknowledged with the ITB.

ADDENDUM TWO REVISED SCHEDULE OF EVENTS

Date: March 19, 2020

To: All Bidders

From: Brenda Sensibaugh, Buyer
AS Materiel Purchasing

RE: Addendum for ITB Number 6261 OF to be opened April 8, 2020 at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

	ACTIVITY	DATE/TIME
2.	Last day to submit written questions	March 19, 2020
3.	<p>Optional Pre-Proposal Conference</p> <p>Location: _____ State Purchasing Bureau _____ 1526 K Street, Suite 130 _____ Lincoln, NE 68508</p> <p>Optional Pre-Proposal Conference via Conference Call:</p> <p>Dial-in number (US): (425) 436-6334</p> <p>Access code: 755739#</p> <p>Online meeting ID: brendasensibaugh</p> <p>Join the online meeting: https://join.freeconferencecall.com/brendasensibaugh</p> <p>For additional assistance connecting to the meeting text "Help" to the Dial-In number above. Message and data rates may apply.</p>	<p>March 24, 2020</p> <p>At 2:00 p.m. Central Time</p>
4.	Last day to submit written questions after Pre-Proposal Conference	March 26, 2020
5.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 30, 2020
6.	<p>Bid Opening</p> <p>Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508</p>	<p>April 8, 2020 2:00 PM Central Time</p>
7.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
8.	Contract award	TBD

D. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held **via Conference Call and Online Meeting** per the Schedule of Events- ~~Attendance at Participation~~ in the pre-proposal conference is optional. Contractors will have an opportunity to ask questions **at during** the conference to assist in the clarification and understanding of the solicitation requirements. Questions that have a material impact on the solicitation or solicitation process, and relevant to all Contractors will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the ITB or process, and are only of interest to an individual contractor during the conference. If a Contractor feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

This addendum will become part of the proposal and should be acknowledged with the ITB.



**ROAD SALT
(ASTM D632 Type I, Grade 1 Sodium Chloride)
Pre-Bid Conference
HIGHLIGHT OF SIGNIFICANT CHANGES**

March 24, 2020

After conducting a thorough review of the State’s winter maintenance program this past season, Nebraska Department of Transportation (NDOT) determined that the contract needed to be revised in order to better reflect their requirements.

The table below highlights the significant changes from the last contract for this commodity:

PAGE	TOPIC(S)	SECTION	CHANGE(S) / COMMENT(S)
i	Contract term	N/A	1 year with 4 renewals.
5	Evaluation of bids	I.P	Introduce “Attachment A” – Road Salt Bid Sheet.
7	Bid requirements	I.X	Introduce “Attachment B” – Road Salt Product Checklist.
			The State requires bidders to identify their source(s) of Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride) .
			This form must accompany your bid submission.
22	Pricing	V.E (and throughout)	Replaced “Region(s)” with “District(s).”
			Deleted references to penalties (for late delivery).
22	Orders and delivery	V.E (and throughout)	Modified delivery requirements, and PEAK/OFF-PEAK seasons, as follows:
			<ul style="list-style-type: none"> • PEAK (11/1 through 3/31) – Delivery required 10 days ARO. • OFF-PEAK (4/1 through 10/31) – Delivery required by 10/31, or 30 days ARO, whichever is later.
			Deleted references to liquidated damages.
24	Orders and delivery	V.F	Added section V.F.3 for “FAILURE TO DELIVER,” with additional language ...
			V.F.3b: “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.”
27	Product specifications	VI.C	Directed to Attachment C, GENERAL SPECIFICATIONS.
			Gradation specifications are in accordance with ASTM D632 Type I, Grade 1 Sodium Chloride . No substitutions without prior written approval of SPB.
N/A	“Acceptable Products”	N/A	This provision was removed.
29	Annual usage, estimated	VI.F	Modified “maximum weekly order allocations.”

ADDENDUM THREE REVISION TO THE ITB

Date: March 25, 2020

To: All Bidders

From: Brenda Sensibaugh, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid 6261 OF to be opened April 8, 2020 at 2:00 p.m. Central Time

The following ITB 6261 OF will be amended as follows:

1. Section I.S (AWARD), subparagraph 8, is hereby amended to the following:

The State reserves the right to evaluate bids 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 bids, 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 a single District or multiple Districts to one or more contractors; or,
 9. Award one or more all-inclusive contracts.
2. Section V.E (PRICING) is hereby amended to include the underscored text, as follows:

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 (P_0) will be the monthly average for the month prior to the date of the contract, or the month prior to the most recent amended price increase thereafter. 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 (P_0).

This addendum will become part of the bid and should be acknowledged with the ITB.



ADDENDUM FOUR QUESTIONS and ANSWERS

Date: March 30, 2020

To: All Bidders

From: Brenda Sensibaugh, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid Number 6261 OF to be opened April 8, 2020 at 2:00 P.M.
Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. 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.	K	31	In section K of the bid it state that you certify that you are an authorized dealer for Rock Salt. My question is what all does that entail? We didn't know if there is a permit through the state or what all we needed to do. Please let me know if you can help or point me in the right direction.	No permit is required by the State in order to become an authorized dealer. Qualified vendors must be able to supply and deliver product that meets the State's specifications ("Sodium Chloride, ASTM D632 Type I, Grade 1"). Section VI.K of the Invitation to Bid ("AUTHORIZED DEALER") asks bidders to self-certify that they understand and meet this requirement. There exist multiple manufacturers of "Sodium Chloride, ASTM D632 Type I, Grade 1." Bidders are required to complete and turn in with their bid Attachment B (Road Salt Product Checklist), which declares the specific product(s) being bid.
2.			How does the new bid effect the remaining guaranteed tons from the current contract expiring August 6, 2020?	No matter which action the State elects to take regarding the current solicitation (6261 OF), the 80% guarantee for the annual period that ends on August 6, 2020, shall be honored by the State, as provided by current contracts for this commodity.
3.			Will you guaranty the prefill tons in addition to the tons you have	In accordance with the current solicitation (6261 OF), the State

			remaining on contract	<p>guarantees the purchase of at least 80% of the estimated annual requirement for each District.</p> <p>Annual requirement is a combination of all (peak and off-peak) requirements. The State makes no further guarantee regarding purchases for either current contracts for this commodity or any contracts which might result from the current solicitation (6261 OF).</p>
4.			Will you have a conference line available for the March 24 th pre-proposal conference?	<p>Yes. The Optional Pre-Proposal Conference will be attended via Conference Call.</p> <p>Dial-in number (US): (425) 436-6334</p> <p>Access code: 755739#</p> <p>Online meeting ID: brendasensibaugh</p> <p>Join the online meeting: https://join.freeconferencecall.com/brendasensibaugh</p> <p>For additional assistance connecting to the meeting text "Help" to the Dial-In number above. Message and data rates may apply.</p>
5.			Do to the current travel restrictions will you consider sending out the bid tab shortly after the opening?	If the State accepts some or all bids, the bid tab will be published as expeditiously as is feasible.
6.			How soon do you plan to make an award or reject the bid	If the State elects to award one or more contracts from this solicitation (6261 OF), such contract(s) would be executed as expeditiously as is feasible.
7.			Will order due dates be adjusted for holidays?	No. All orders must be delivered within the prescribed number of calendar days after receipt of order (ARO), or as mutually agreed upon between the parties.

8.			<p>Please verify the award will not be given based on a weighted average of the two prices. This section is missing from the previous contracts.</p>	<p>The State reserves the right to make awards that are in the best interest of the State. The State will consider, but is not limited to, pricing in award criteria. Pricing will be evaluated based upon the District total extended price. All bids that are responsive to the solicitation will be evaluated based on the following:</p> <p>a. Bid Sheet – Attachment A. This document, which is included within this Invitation to Bid, automatically calculates the “Extended Price” for a District, once PEAK and OFF-PEAK pricing is provided for each yard within that District. The vendor must provide a per-ton price (for both PEAK and OFF-PEAK seasons) for delivery to each location within an entire District in order to submit a valid bid for that District.</p> <p>b. Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.</p> <p>c. Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.</p>
9.			<p>Please confirm the most recent pricing for the areas Blackstrap won</p>	<p>a. Amendment 1 of 14822 OC (effective 11/2/2018) contains the most recent negotiated prices for Districts 6, 7, and 8 (formerly “Region 3”), as follows:</p> <p>i. PEAK - \$64.69/ton</p> <p>ii. OFF-PEAK - \$54.97/ton</p> <p>b. Amendment 3 of 14822 OC (effective 9/19/2019) contains the most recent negotiated prices for Districts 3 and 4 (formerly “Region 2”), as follows:</p>

				<p>iii. PEAK – \$60.07</p> <p>iv. OFF-PEAK – \$56.38</p>
10.			Do they (Blackstrap) still have a current contract with the State of Nebraska?	No.
11.			If a price on an awarded contract is increased to a vendor, due to a requested increase in subsequent years, would the increase also be given to all other vendors with contracts to avoid discrimination? If not, why not?	No. Any request for a price increase must be submitted in writing to the State Purchasing Bureau, and must show cause and be accompanied by supporting documentation in order to justify the increase. Road salt (ASTM D632 Type I, Grade 1 Sodium Chloride) may be sourced from a number of manufacturers, and is required to be delivered to all locales across the entire state of Nebraska – there are a number of factors (which change with the geography) that have effect on pricing. Therefore, requests for price increases must be submitted by individual Contractors, and any such request will be considered by the State on an individual, case-by-case basis.
12.			Please confirm, if all products, manufacturers and supplier origins that we list on Attachment B are on the Clear Roads Qualified Product List, then no other attachments or samples are required to be submitted with our bid?	Correct. Vendors must list on "Attachment B" each product and/or supplier origin they intend to utilize in fulfilling the contract. Vendors who bid products that are not currently on the <i>Clear Roads Qualified Products List</i> (https://clearroads.org/qualified-product-list/) must also submit additional documentation and product samples (per "Attachment B"). Products that appear on the <i>Clear Roads Qualified Products List</i> do not require any additional documentation and are not subject to any sample submission requirement for the purpose of this solicitation.
13.			As major important solicitation terms and/or NEDOT needs have changed from the current Road Salt contract to the present solicitation, and/or possibly for future Road Salt events, such as: the preference of material source, material characteristics/specifications, and/or specific usages of material, as well as the intended	The State has no preferred material source. While all three salt mines in Kansas market and produce Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride), the State will equally consider product from any manufacturer that meets the same specifications, as are detailed in Section VI.C of this Invitation to Bid (6261 OF). These product



			Date ranges of "Off-Peak" ordering and delivery Terms, in addition to increased storage capacities, what specific parts or evaluations of past quality of performance reports will be valid when assessing possible awards to a vendor?	specifications are consistent with what appears in current and previous contracts. In addition to product specifications, the State requires delivery in accordance with Section V.F of this Invitation to Bid. All aspects of past performance, as they relate to product quality and delivery, are valid.
14.			How is past performance comparable to expected future performance if the previously stated solicitation terms are inherently different from the current contract in place to the current solicitation, and possible future contracts, that may have created a situation that led to reduced quality of performance in the past?	After conducting a thorough review of the State's winter maintenance program this past season, the State determined that the contract needed to be revised in order to better reflect their requirements. None of the changes that the State is implementing with this Invitation to Bid were compelled by past vendor performance, and none of the contractual duties (current or previous) have been removed or lessened.
15.			In District 3, what is the overall average percentage of tonnage of the current Road Salt Contract used specifically for Brine Generating Purposes within a margin of 10%?	This solicitation is for Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride). Product specifications and delivery requirements are identical for all orders to all locations, regardless of how the State chooses to use its product. The tonnage requirements, for all locations, are detailed in "Attachment A".
16.			What percentage is forecasted for District 3's annual required tons for the current solicitation for Road Salt Supply to be used for Brine Generation Purposes in Year 1 within a 10% margin, if this solicitation is awarded as a contract?"	This solicitation is for Road Salt (ASTM D632 Type I, Grade 1 Sodium Chloride). Product specifications and delivery requirements are identical for all orders to all locations, regardless of how the State chooses to use its product. The tonnage requirements, for all locations, are detailed in "Attachment A".
17.			When does the NEDOT anticipate this solicitation going into effect as a contract (if awarded), and when will orders potentially be placed for "Off-Peak" season orders?	If the State elects to award one or more contracts from this solicitation (6261 OF), such contract(s) would be executed as expeditiously as is feasible. Orders for off-peak salt would be placed immediately subsequent to contract award.

18.			<p>If a particular yard location has the capacity to store two times or more of the annual usage requirement of tonnage as stated in the solicitation for that location, what are 3 reasons for these locations to order peak Season Deliveries at a potentially higher contract price versus taking advantage of Off Peak deliveries and associated prices, given the capacity to store the entirety of what is required for yearly usage?</p>	<p>Peak season is November 1 through March 31 - this is the annual period during which we expect to consume the most salt. When the State requires salt to be delivered to any location during the peak season, it would not be acceptable to wait until the off-peak season for that salt to be delivered.</p>
19.			<p>Is it within NEDOT's discretion, intent, or best interest to award one District to multiple vendors?</p>	<p>After evaluation of the bids, the State may award a single district or multiple districts to one or more contractors. Under no circumstances will any single district be awarded to multiple contractors; nor will any contractor be awarded only peak season, or only off-peak season – for any district. Any awards which may result from this solicitation (6261 OF) will be to individual contractors for the service of an entire district (both peak and off-peak seasons), or for the service of multiple districts (both peak and off-peak seasons).</p>
20.			<p>Is it within the NEDOT's best interest to award a Lump Sum for All Districts to one Vendor with one source based solely on low bid price, given the potential for catastrophic mine failure or extended breakdowns?</p>	<p>See response to Line 19.</p>
21.			<p>Will towns within a District, be subject to being awarded individually?</p>	<p>No. The Districts will not be divided; each may only be awarded in their entirety – all locations, for both peak and off-peak seasons.</p>
22.			<p>Peak Season Delivery – Delivery requirement will be ten (10) days ARO. Is this working days or calendar days?</p>	<p>All orders must be delivered within the prescribed number of calendar days after receipt of order (ARO), or as mutually agreed upon between the parties.</p>
23.			<p>Will the calculation on the Bid Sheet as 'District Total be the final amount to determine low bid? a) What would cause the unit price to govern?"</p>	<p>Pricing will be evaluated based upon the District total extended price. The Bid Sheet – Attachment A, which is included within this solicitation, automatically calculates the "Extended Price" for a District, once peak and off-peak pricing is provided for each yard within that District. The</p>

				vendor must provide a per-ton price (for both peak and off-peak seasons) for delivery to each location within an entire District in order to submit a valid bid for that District.
24.			Could a 'List of All Bidders' be supplied on the Addendum you will issue answering submitted questions?	No. The State is publishing these questions and responses several days ahead of bid opening.
25.			When will the "Failure to Deliver" statement be implemented? Will this be enforced if a vendor is a day or two late and/or over holidays?	The "FAILURE TO DELIVER" statement (Section V.F.3b of the ITB) is not a new provision. Similar language also appears in current and previous contracts, under the "ORDERS AND DELIVERY" Section. The State does not intend to implement this provision any more aggressively than it has in the past. While the State would be within its right to enforce this provision immediately, once a vendor is in breach, the State intends to enforce this provision only when doing so would be necessary in order to acceptably address a supply shortage.
26.			Confirm the state plans to order the majority of salt in April. Would the state consider a max quantity that can be ordered after July 1st? A 30 day ARO due date can be hard to meet if large quantities are ordered late in the season as they have been in the past.	The State intends to order the majority of its off-peak salt in April. The State will consolidate off-peak fill requirements for all Districts, and place those altogether, at the same time (with our various vendors), on or about April 1 of each year. This will be done in order to avoid placing large orders later in the off-peak period (i.e.; "after July 1st"). The State believes that this new practice will alleviate any need to set a maximum limit on off-peak order quantities.
27.			Clarify if the state plans to award pre-season tons to one vendor and peak season to another or if the whole district will go to one vendor (pre-season & peak).	See response to line 19.
28.			Will the State accept electronic bids?	No, not at this time. Please continue to monitor the website for all updates and information regarding electronic bidding.

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