

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	6/25/20	Page	1 of 1
Solicitation Number	6324 OF		
Opening Date and Time	08/07/20	2:00:00 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 Corrosion Inhibited Liquid Magnesium Chloride (Clear Roads Product Category 1) 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.

(06/25/20 ml)

INVITATION

Line	Description
1	LIQUID DEICING PRODUCTS SEE ATTACHMENT A FOR BIDDING

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

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

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

Enter Contact Information Below

VENDOR# 2338542
VENDOR: GMCO Corporation
Address: P.O. Box 1480
Rifle, Colorado 81650

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

INVITATION TO BID

Number 6324 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this ITB for a commodity contract, ITB Number 6324 OF for the purpose of selecting a qualified Contractor to provide **Corrosion Inhibited Liquid Magnesium Chloride (Clear Roads Product Category 1)**. A more detailed description can be found in Section VI. 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 ITB CAN BE FOUND ON THE INTERNET AT:

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

An optional Pre-Bid Conference will be held on July 22, 2020 at 2:00 PM via Zoom.

<https://us02web.zoom.us/j/81193555723?pwd=RS9ZL1ZUNTZONkIML2VoYmtzZnU2dz09>

Meeting ID: 811 9355 5723

Password: 1nnwR3

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 and the awarded bid will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov>

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

These postings will include the entire bid or response. Contractor must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION" or as a separate electronic file. The Bidder must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to the 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 Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

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

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

Best and Final Offer (BAFO): In a competitive bid, 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 Bidder Will Not withdraw the Bid

Bidder: A contractor who submits an offer bid 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 bid, 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 ITB upon which a s 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 ITB or contract

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

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of Bids (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 bid that does not meet the requirements of the ITB or cannot be evaluated against the other bids.

Invitation to Bid (ITB): A written ITB utilized for obtaining competitive bids for Goods

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

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

Mandatory/Must: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

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

Must: See 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 Bids

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

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

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

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

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

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

Pre-Bid Conference: A meeting scheduled for the purpose of clarifying a written ITB 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

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 ITB or resultant contract, brought by a contractor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result

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

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

Release Date: The date of public release of the written ITB 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 ITB

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

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

Vendor: Inclusive term for any "Bidder" or "Contractor".

Will: See Mandatory/Must/Shall

Work Day: See Business Day

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

ARO – After Receipt of Order

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

F.O.B. – Free on Board

ITB – Invitation to Bid

NIGP – National Institute for Governmental Purchasing

POC – Point of Contact

PA – Participating Addendum

RFI – Request for Information

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Corrosion Inhibited Liquid Magnesium Chloride (Clear Roads Product Category 1) at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bidder instructions, and Bid Requirements may be found in Sections II through VI.

Bids 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. Bids 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 ITB reside with SPB. The point of contact (POC) for the procurement is as follows:

Solicitation Number: 6324 OF
Name: Brenda Sensibaugh, Buyer
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the ITB is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. 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 ITB in writing. Only the SPB or awarding agency can award a contract. Bidders 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 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.

1.	Release solicitation	June 26, 2020
2.	Last Day to submit 1 st round of written questions Electronic Submission: https://nebraska.sharefile.com/r-r810d83a69744434b	July 10, 2020
3.	Answer 1 st round questions prior to Pre-Bid Conference Optional Pre-Bid Conference Location: Zoom meeting	July 16, 2020
4.	Join Zoom Meeting https://us02web.zoom.us/j/81193555723?pwd=RS9ZL1ZUNTZONkIML2VoYmtzZnU2dz09 Meeting ID: 811 9355 5723 Password: 1nnwR3	July 22, 2020
5.	Last day to submit written questions after Pre-Bid Conference Electronic Submissions: https://nebraska.sharefile.com/r-r770133681254646b	July 27, 2020
6.	State responds to written questions through a ITB Addendum and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	July 31, 2020
7.	Proposal Opening Location for mailed/hand delivered submissions: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 Topic: Liquid Deicing Salt Bid Opening Time: August 7, 2020 02:00:00 PM Central Time (US and Canada) Join Zoom Meeting https://us02web.zoom.us/j/81782140377?pwd=bkluUUlySIZGTFBabVRNeCtRb2l6dz09 Meeting ID: 817 8214 0377 Password: 7wcVhV Electronic Submissions: https://nebraska.sharefile.com/r-ra10a8925f6f40b89	August 7, 2020 2:00:00 PM Central Time
8.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
9.	Contractor start date	TBD

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to SPB and clearly marked "ITB Number 6324 OF; Corrosion Inhibited Liquid Magnesium Chloride (Clear Roads Product Category 1) Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

It is preferred that questions be sent via e-mail to as.materiel purchasing@nebraska.gov or submit through Sharefile at: <https://nebraska.sharefile.com/r-ra10a8925f6f40b89>, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

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

E. PRE-BID CONFERENCE

A pre-bid conference will be held per the Schedule of Events. Attendance at the pre-bid conference is optional. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the ITB requirements. Questions that have a material impact on the ITB or ITB 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 Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

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 Bidder commits or has committed ethical violations, which include, but are not limited to:

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

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

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

H. DEVIATIONS FROM THE INVITATION TO BID

The requirements contained in the ITB (Sections II through VI) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB 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 ITB, ITB requirements, or applicable state or federal laws or

statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF BIDS

The State is accepting either electronically submitted responses or hard copy, paper responses for this ITB.

It is the Bidders responsibility to ensure the bid is submitted and received by the date and time indicated in the Schedule of Events. All bids, whether in electronic or paper form Must be received by the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. **No Late Bids Will be accepted.**

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.

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

J. BIDDERS SUBMITTING ELECTRONIC RESPONSES:

1. Bidders submitting electronically can upload the response via ShareFile here:
2. <https://nebraska.sharefile.com/r-ra10a8925f6f40b89>
3. ShareFile works with Firefox, Internet Explorer and Chrome. It does not work with Microsoft Edge. The ITB, Cost Sheet (if applicable), and Proprietary Information (if applicable) should be uploaded as separate and distinct files. If multiple bids are submitted, the State will retain only the most recently submitted response.
4. **ELECTRONIC PROPOSAL FILE NAMES**
The Bidder Should clearly identify the uploaded ITB bid files. To assist in identification please use following naming convention:
 - a. ITB 6324 OF ABC Company
 - b. If multiple files are submitted for one ITB bid, add number of files to file names: ITB 6324 OF ABC Company File 1 of 2.
 - c. If multiple ITB bids are submitted for the same ITB, add the bid number to the file names: ITB 6324 OF ABC Company Bid 1 File 1 of 2.

K. BIDDERS SUBMITTING PAPER/HARD COPY RESPONSES:

1. If multiple bids are submitted, the State will retain only the most recently submitted response. The bidder is solely responsible for any variance between the copies submitted. 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.

All hard copy bids MUST be submitted in a sealed envelope or container. The State will not furnish packaging and sealing materials.

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

It is the responsibility of the bidder to check the website often for all information relevant to this ITB to include addenda and/or amendments issued prior to the opening date and time. The website address is: http://das.nebraska.gov/materiel/purchase_bureau/vendor/bid_opportunity.html

Emphasis should be concentrated on conformance to the ITB. Bids should be clear and complete. If the bid is not presented clearly or is difficult to discern, the State reserves the right to reject the bid.

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

L. BID PREPARATION COSTS

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

M. FAILURE TO COMPLY WITH INVITATION TO BID

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

1. Rejection of a 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 Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

N. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. 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.

O. LATE BIDS

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

P. 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. An initial Bid tabulation will be posted to the website as soon as feasible.

Information identified as proprietary by the submitting Bidder, in accordance with the ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting Bidder will be notified of the release and it shall be the obligation of the submitting Bidder to take further action, if it believes the information should not be released.

Q. ITB 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.

R. EVALUATION COMMITTEE

Bids are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this ITB may result in the rejection of this Bid and further administrative actions.

S. EVALUATION OF BIDS

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

1. Extended price, as submitted with Attachment A (Bid Sheet for Corrosion Inhibited Liquid Magnesium Chloride); and,
2. Ice Melting Capacity, as determined by the State (see Attachment F).

All Bids will be scored in accordance with Attachment D (Scoring Criteria for Corrosion Inhibited Liquid Magnesium Chloride).

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 bid 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 bidder 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 Bidder from consideration of the preference.

T. BEST AND FINAL OFFER

If a BAFO is requested by the State and submitted by the Bidder, 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 Bidder. However, a bidder should provide its best offer in its original Bid. Contractors should not expect that the State will request a BAFO.

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

V. 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 ITB process, the State of Nebraska may take one or more of the following actions:

1. Amend the ITB;
2. Extend the time of or establish a new Bid Opening time;
3. Waive deviations or errors in the State's ITB process and in Bids that are not material, do not compromise the ITB process or Bid, and do not improve a Bidder's competitive position;
4. Accept or reject a portion of or all of a Bid;
5. Accept or reject all bids;
6. Withdraw the ITB;

7. Elect to rebid the ITB;
8. Award a single District or multiple Districts to one (1) or more Bidders; or,
9. Award one (1) or more all-inclusive contracts.

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

1. Price;
2. Ice melting capacity;
3. Location;
4. Quality;
5. Delivery time;
6. Bidder qualifications and capabilities;
7. State contract management requirements and/or costs;

The ITB 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 Bidder 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>

W. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB will so state. Any item Bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

X. SAMPLES

When requested, samples should be furnished at the bidder's expense prior to the opening of the bid, unless another time is specified. Each sample should be labeled clearly, and identify the bidder'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 ITB. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder'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 Bidder shall have ten (10) calendar days to arrange for the return of the sample to the Bidder following any of the above dates. If no request from the bidder 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.

Y. ALTERNATE/EQUIVALENT BIDS

Bidder may offer bids which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the Bid will result in goods and/or services equivalent to or better than those which would be supplied in the original Bid specifications. Bidder must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the Bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

Z. LUMP SUM OR "ALL OR NONE" BIDS

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

AA. BID TABULATIONS

Bid tabulations are available on the website at: https://www.nebraska.gov/das/materiel/purchasing/bid_tab_search/consearch.cgi

BB. REJECTION OF BIDS

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

CC. RESIDENT BIDDER

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

DD. EMAIL SUBMISSIONS

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

II. TERMS AND CONDITIONS

Bidders should complete Section II through VI as part of their Bid. Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using "Track Changes". Upon request an electronic copy of the Bid with "Track Changes" must be submitted in an editable Word format.

By signing the ITB, Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the Bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and 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 ITB. The State reserves the right to reject Bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

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

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

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

A. GENERAL

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

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

1. ITB and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Bid;
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 ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Contractor's submitted Bid.

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

B. NOTIFICATION

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

Bidder shall identify the contract manager who shall serve as the point of contact for the executed contract.

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 and or/contract information for notification purposes by giving notice of the change, and setting forth the new address and/or contract information and an effective date.

C. BUYERS REPRESENTATIVE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the SPB 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. AMENDMENT

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

F. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the awarded Bidder, 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 awarded Bidder may not claim forfeiture of the contract by reasons of such changes.

The awarded Bidder shall prepare a written description of the work required due to the change and an itemized cost sheet (if applicable) for the change. Changes in work and the amount of compensation to be paid to the awarded Bidder 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 Bid, were foreseeable, or result from difficulties with or failure of the Bid or performance.

No change shall be implemented by the awarded Bidder 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.

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

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

G. VENDOR PERFORMANCE REPORT(S)

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

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 ITB specifications. The SPB may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

I. BREACH

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

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)

J. NON-WAIVER OF BREACH

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

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.

K. SEVERABILITY

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

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.

L. INDEMNIFICATION

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

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. 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.

M. ATTORNEY'S FEES

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

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.

N. ASSIGNMENT, SALE, OR MERGER

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

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.

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

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

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.

P. FORCE MAJEURE

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

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.

Q. CONFIDENTIALITY

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

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.

R. EARLY TERMINATION

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

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.

S. CONTRACT CLOSEOUT

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

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 ITB Response (Initial)	NOTES/COMMENTS:
BJ ^x			

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the Bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

1. Invoices for physical components of contracted items.

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

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

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

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any bid 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 ITB Response (Initial)	NOTES/COMMENTS:
Bj ^x			

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 ITB Response (Initial)	NOTES/COMMENTS:
Bj ^x			

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 ITB Response (Initial)	NOTES/COMMENTS:
Bj ^x			

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 ITB Response (Initial)	NOTES/COMMENTS:
BJ ^X			

By submitting a bid, 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 ITB 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 Bid 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 ITB Response (Initial)	NOTES/COMMENTS:
BJ ^X			

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 ITB Response (Initial)	NOTES/COMMENTS:
BJ ^X			

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 ITB Response (Initial)	NOTES/COMMENTS:
Bj ^x			

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 ITB Response (Initial)	NOTES/COMMENTS:
Bj ^x			

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 ITB Response (Initial)	NOTES/COMMENTS:
Bj ^x			

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 ITB Response (Initial)	NOTES/COMMENTS:
Bj ^x			

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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

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

D. PAYMENT (Statutory)

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.

E. 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).

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

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

G. RIGHT TO AUDIT (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 ITB Response (Initial)	NOTES/COMMENTS:
X			

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

V. SCOPE OF WORK

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

A. SCOPE

It is the intent of this Bid invitation to establish a contract to supply Corrosion Inhibited Liquid Magnesium Chloride (Clear Roads Product Category 1) per the attached specifications from date of award for a period of 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 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 ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Corrosion Inhibited Liquid Magnesium Chloride (Clear Roads Product Category 1) 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 ITB 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 ITB. If manufacturer's information necessary to show compliance with these specifications is not attached to the ITB, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the Bid.

B. AMENDMENT

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

C. CHANGE ORDER

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

D. REVISIONS

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

E. PRICING

Prices quoted shall be unit price (per gallon) and shall be firm for one (1) year from date of an award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified to any location within a Nebraska Department of Transportation (NDOT) area, as specified in Attachment A (Bid Sheet for Corrosion Inhibited Liquid Magnesium Chloride). 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. Any orders placed PRIOR to any approved price increase shall be billed at the price in place at the time of the order. 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.

F. ORDERS AND DELIVERY

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

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.

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 place the order with 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.

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.

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.

State holidays are as follows:

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

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

Shipments of Corrosion Inhibited Liquid Magnesium Chloride (Clear Roads Product Category 1) to specified locations will be in truckloads of approximately 4500 gallons.

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.

A successful Contractor will maintain sufficient inventory to process and deliver within the specified days ARO as stated below.

G. FIELD INSPECTION, UNLOADING, SAMPLING and TESTING

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

Contractors shall not offload any material without affording the Nebraska Department of Transportation (NDOT) an opportunity to conduct the field inspection, sampling or testing. Sampling of the liquid deicing products will be conducted by the Department. A one-gallon sample may be taken at the point of delivery from either the tanker truck

or from the Department's receiving tank (if the tank was empty prior to delivery). Samples obtained from the tanker truck will be taken from the transfer hose, in one-third increments as the product is being transferred. Offloading of material without affording NDOT an opportunity to conduct said work shall deem the delivered material non-compliant and is subject to total rejection. Only with prior written approval granted by NDOT shall the Contractor offload any material without field inspection, sampling and testing.

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

VI. TECHNICAL SPECIFICATIONS

A. BIDDER INSTRUCTIONS

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

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

“NO” response means the bidder cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder’s alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to Bid response. Any noncompliance may void your Bid. Non-compliance to any single specification can void your Bid.
X			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
X			3. No interpretation related to the meaning of Bid specifications or other Pre-Bid documents will be made orally to any Bidder by the State. Any Bid interpretation must be put in writing by the bidder 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. TECHNICAL SPECIFICATIONS: TITLE/DESCRIPTION OF GOODS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Condition as Received: The Corrosion Inhibited Liquid Magnesium Chloride (Clear Roads Product Category 1) shall arrive at the delivery point in a free-flowing and usable condition.
X			2. All bidders must include with their bid submission a completed Attachment B (Product Checklist for Corrosion Inhibited Liquid Magnesium Chloride), and list on that form each product and/or supplier origin they intend to utilize in fulfilling the contract.
X			3. The chemical, biological, and physical analyses of all products must satisfy the standard limits and testing requirements detailed in Attachment C (General Specifications).

X			<p>4. All products being submitted for this bid that haven't been previously qualified by Clear Roads must also submit the chemical, biological, and physical analyses performed by an independent laboratory with American Association for Laboratory Accreditation (ISO 17025). Specifically, this documentation must include the following: Product Data Sheet, Safety Data Sheet(s), eutectic temperature chart and graphs, independent lab results, as specified in Attachment C (General Specifications), and a toxicity report.</p>
X			<p>5. All products being submitted for this ITB must include one (1) one-gallon container sample of product(s).</p> <p>Sample(s) of product(s) 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. Sample(s) of product(s) are to be of material and construction as bid. Failure to supply sample(s) 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 sample(s) 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>
X			<p>6. Product must contain no less than 25% magnesium chloride, and no more than 30% magnesium chloride, as determined in accordance with Clear Roads Test Method A.</p>
X			<p>7. Weight per gallon will be established according to the specific gravity and percentage of magnesium chloride contained in the product bid, as determined by the State.</p>
X			<p>8. The finished deicing product, including corrosion inhibitors, must be completely accomplished at the original manufacturing plant location. Post-addition of corrosion inhibitors or any other ingredients and splash mixing is unacceptable after the product has left the original manufacturing plant.</p>
X			<p>9. The pH must be 6.0 – 9.0. Test Method: ASTM D1293, except a dilution shall be made of one part chemical product to four parts distilled water before attempting a reading.</p>
X			<p>10. This chemical product shall not contain greater than 1.0% (V/V) total settleable solids and shall have at least ninety-nine percent (99.0%) of the solids passing through a number 10 sieve after being stored at -17.8°C +/- 1°C (0°F +/- 2°F) for 168 hours (seven days), as determined in accordance with Clear Roads Test Method C.</p>
<p>NOTES/COMMENTS:</p>			

D. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>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.</p>

X			2. Estimated annual usage is shown in Attachment A (Bid Sheet for Corrosion Inhibited Liquid Magnesium Chloride).
NOTES/COMMENTS: 			

E. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<ol style="list-style-type: none"> 1. The contractor shall, upon request, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information may be requested at any time by the SPB, as determined by the State. 2. Agency or Political Subdivision name; 3. Item description; 4. Item number; 5. Item dollar amount; 6. Number of orders received; 7. Orders processed; 8. Back orders; and, 9. Partially filled orders.
NOTES/COMMENTS: 			

F. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<ol style="list-style-type: none"> 1. For each District bid, Bidder certifies they can meet delivery to all locations within a District as specified in Attachment A (Bid Sheet for Corrosion Inhibited Liquid Magnesium Chloride). 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: 			

G. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<ol style="list-style-type: none"> 1. Shipments of Corrosion Inhibited Liquid Magnesium Chloride (Clear Roads Product Category 1) 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, complete as regularly advertised and marketed and be of proven performance.
X			<ol style="list-style-type: none"> 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 ITB.

X			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

H. SUBSTITUTIONS

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

I. SECRETARY OF STATE REGISTRATION REQUIREMENTS

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

YES	NO	NO & PROVIDE ALTERNATIVE	*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.
X			<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
X			<p>2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
X			<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 will be provided in a timely manner upon request prior to award.</p>
<p>NOTES/COMMENTS:</p>			

Form A
Contractor Contact Sheet
Invitation To Bid Number 6324 OF

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

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

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:	GMCO Corporation
Contractor Address:	P.O. Box 1480 Rifle, CO 81650
Contact Person & Title:	Bruce Juelfs, VP of Sales & Marketing
E-mail Address:	bjuelfs@gmccorp.com
Telephone Number (Office):	970-625-9100
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gmccorp.com

State of Nebraska
6324 OF
Liquid Deicing Products

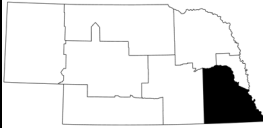
GMCO Acknowledges the receipt of the following addenda:

- ❖ ADDENDUM ONE, QUESTIONS and ANSWERS
- ❖ ADDENDUM TWO, REVISED SCHEDULE OF EVENTS
- ❖ ADDENDUM THREE, REVISED SECTION 1, SUBSECTION J REVISED SCHEDULE OF EVENTS
- ❖ ADDENDUM FOUR, QUESTIONS and ANSWERS AFTER PRE-BID CONFERENCE
- ❖ ADDENDUM FIVE, REVISED ATTACHMENT A
- ❖ ADDENDUM SIX, LANGUAGE REVISION SUBMISSION OF BIDS AND SCHEDULE OF EVENTS

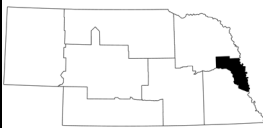

_____, August 6, 2020
Bruce Juelfs, VP of Sales & Marketing

**BID 6324 OF ATTACHMENT A
 BID SHEET FOR CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE
 (CLEAR ROADS PRODUCT CATEGORY 1)**

Vendor Name → GMCO Corporation - Torch LT			Est. ann. rqmt	BID
District ↓	Yard ↓	Address ↓	(gallons)	price per gallon delivered

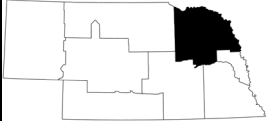
ONE  ①	David City	235 Iowa St, 68632	9,000	\$1.10
	Greenwood	12909 238th St, 68366		
	Lincoln - Superior	302 Superior St, 68521		
	Seward	2500 NE Hwy 15, 68434		
	Wahoo	2311 Aspen St, 68066		
	Beatrice	117 Hill St, 68310		
	Blue Springs	38586 NE Hwy 112, 68347		
	Dorchester	508 W Depot St, 68343		
	Fairbury	1500 K St, 68352		
	Lincoln - Salt Valley	5300 Salt Valley View St, 68512		
	Pawnee City	900 B St, 68420		
	Wilber	RP 61, NE Hwy 41, 68465		
	Auburn	2127 J St, 68310		
	Eagle	1207 S 214th Street, 68347		
	Falls City	1525 E 14th St, 68355		
	Nebraska City	6170 US Hwy 75, 68410		
Palmyra	510 F Road (Hwy 2), 68418			
Syracuse	RP 51.5, NE Hwy 50, 68446			
Tecumseh	772 N 1st St, 68450			

Extended Price → \$9,900.00

TWO  ②	Omaha - Dome	4425 S 108th St, 68145	58,500	\$1.10
	Omaha - Mormon Bridge	5015 Battlefield Dr, 68152		
	Omaha - South	5929 S 25th St, 68107		
	Blair	2252 Pittack St, 68008		
	Fremont	2550 W 23rd Dr, 68026		
	Elkhorn	2829 N 204th St, 68022		
	Manley	RP 13, NE Hwy 1, 68403		
	Melia Hill	15525 S 234th St, Gretna, 68028		
	Plattsmouth	1000 S 22nd St, 68048		

Extended Price → \$64,350.00

**BID 6324 OF ATTACHMENT A
 BID SHEET FOR CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE
 (CLEAR ROADS PRODUCT CATEGORY 1)**

Vendor Name → <u>GMCO Corporation - Torch LT</u>			Est. ann. rqmt	BID
District ↓	Yard ↓	Address ↓	(gallons)	price per gallon delivered
THREE  ③	Albion	2664 NE Hwy 39, 68620	472,500	\$1.10
	Clarkson	120 Bryan St, 68629		
	Columbus	3303 12th St, 68601		
	Humphrey	26830 NE Hwy 91, 68642		
	Schuyler	E 22nd & H St, 68661		
	Bloomfield	54506 NE Hwy 84, 68718		
	Neligh	910 E Hwy 275, 68756		
	Niobrara	269 Cedar St, 68760		
	Plainview	86398 538 Ave, 68769		
	Norfolk	408 N 13th St, 68701 Intersection of Hwy 24 and Channel Road		
	West Point	1500 N Lincoln St, 68788		
	Dakota City	2300 Broadway St, 68731		
	Lyons	1150 County Rd RS, 63038		
	S Sioux City	500 W 9th St, 68776		
	Crofton	55268 NE Hwy 12, 68730		
	Hartington	215 Industrial Rd, 68739		
Laurel	214 US Hwy 20 N, 68745			
Newcastle	102 Broadway St, 68757			
Wayne	1300 E 7th St, 68787			
Extended Price →			\$519,750.00	

**BID 6324 OF ATTACHMENT A
 BID SHEET FOR CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE
 (CLEAR ROADS PRODUCT CATEGORY 1)**

Vendor Name →			GMCO Corporation - Torch LT	Est. ann. rqmt	BID
District	Yard	Address		(gallons)	price per gallon delivered
↓	↓	↓			


FOUR  ④	Central City	1406 6th St, 68826	22,500	\$1.10
	Fullerton	54957 NE Hwy 14, 68638		
	Greeley	401 N Railway St, 68842		
	Loup City	47561 NE Hwy 92, 68853		
	Ord	620 U St, 68862		
	St Paul	1355 US Hwy 281, 68873		
	Geneva	535 S 13th St, 68361		
	Hebron	110 N 13th St, 68370		
	Osceola	521 N Kimmel St, 68651		
	Strang	RP 76, NE Hwy 74, 68444		
	York	121 W South 21st St, 68467		
	Grand Island	3305 W Old Potash Hwy, 68802		
	Kearney (I-80)	415 W Talmadge St, 68845		
	Kearney (Hwy-30)	4001 W US Hwy 30, 68848		
	Ravenna	42775 NE Hwy 2, 68869		
	Shelton	4558 Shelton Rd, 68876		
	Aurora	RP 61, NE Hwy 14, 68818		
	Ayr	11990 6th St, 68925		
	Harvard	975 US Hwy 6, 68944		
	Hastings	111 E US Hwy 6, 68902		
Red Cloud	602 S US Hwy 281, 68970			
Superior	1330 E 3rd St, 68978			
Extended Price →				\$24,750.00

FIVE  ⑤	Alliance	298 Husker Rd, 69301	9,000	\$1.10			
	Chadron	430 Stockade Road, 69337					
	Crawford	3621 US Hwy 20, 69339					
	Gordon	6737 NE Hwy 27, 69343					
	Harrison	840 US Hwy 20, 69346					
	Hemingford	821 Rolland Ave, 69348					
	Bridgeport	510 E US Hwy 385, 69336					
	Gering	140375 Rundell Rd, 69341					
	Oshkosh	RP 104.5, US Hwy 26, 69154					
	Chappell	1450 Road 165, 69129					
	Harrisburg	RP 39, NE Hwy 71, 69345					
	Kimball	3979 Road 32					
	Sidney	2320 Illinois St, 69162					
	Extended Price →				\$9,900.00		

BID 6324 OF ATTACHMENT A
BID SHEET FOR CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE
(CLEAR ROADS PRODUCT CATEGORY 1)

Vendor Name →			GMCO Corporation - Torch LT	Est. ann. rqmt	BID
District	Yard	Address		(gallons)	price per gallon delivered
↓	↓	↓			

<p align="center">SIX</p>  <p align="center">⑥</p>	Gothenburg	123 Lake Ave, 69138	9,000	\$1.10
	Lexington	2812 Plum Creek Pkwy, 68850		
	Maxwell	20053 E Island Road, 69151		
	North Platte (I-80)	500 W South River Rd, 69103		
	North Platte (W-30)	2400 W 14th St, 69103		
	Sutherland	920 NE Hwy 25, 69165		
	Wallace	201 E NE Hwy 23, 69169		
	Big Springs	114 Frontage Rd, 69122		
	Ogallala	307 E D St S, 69153		
	Lake Mac (Brule)	MM 141.3, US-26, 69127		
	Paxton	2051 E County Rd 80, 69155		
	Ansley	406 Division St, 68814		
	Arnold	510 S Carroll St, 69120		
	Broken Bow	515 E South E St, 68822		
	Oconto	78008 NE Hwy 21, 68860		
	Arthur	118 W Hawkins St, 69121		
	Hyannis	401 E Hwy 2, 69350		
	Mullen	402 SE 1st St, 69152		
Stapleton	122 NE Hwy S57A, 69163			
Thedford	83880 US Hwy 83, 69166			
Extended Price →				\$9,900.00

<p align="center">SEVEN</p>  <p align="center">⑦</p>	Alma	1004 10th St, 68920	9,000	\$1.10			
	Franklin	1814 I St, 68939					
	Holdrege	1013 W 4th Ave, 68949					
	Minden	509 W 9th St, 68959					
	Arapahoe	703 11th St, 68922					
	Elwood	101 Ripley St, 68937					
	Maywood	38587 NE Hwy 23					
	McCook	38764 US Hwy 6, 69001					
	Benkelman	70600 Avenue 338, 69021					
	Grant	328 E NE Hwy 23, 69140					
	Imperial	101 South St, 69033					
	Palisade	72617 NE Hwy 25A, 69040					
	Extended Price →				\$9,900.00		

**BID 6324 OF ATTACHMENT A
 BID SHEET FOR CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE
 (CLEAR ROADS PRODUCT CATEGORY 1)**

Vendor Name →			<u>GMCO Corporation - Torch LT</u>	Est. ann. rqmt	BID
District ↓	Yard ↓	Address ↓		(gallons)	price per gallon delivered

EIGHT  ⑧	Ainsworth	736 E 4th St, 69210	27,000	\$1.17
	Bassett	RP 180, US Hwy 183, 68714		
	Springview	306 N Main St, 68778		
	Atkinson	504 N Carberry St, 68713		
	Bartlett	210 Randolph St, 68622		
	Burwell	82403 NE Hwy 11, 68823		
	Naper	47004 NE Hwy 12, 68755		
	O'Neill	404 W Douglas St, 68763		
	Spencer	401 Hillcrest Blvd, 68777		
	Taylor	82367 Rusho Dr, 68879		
	Cody	312 W Ohio St, 69211		
	Merriman	511 N Main St, 69218		
	Valentine	602 E 1st St, 69201		
	Extended Price →			



Analytical Laboratories, Inc.

1804 N. 33rd Street
Boise, Idaho 83703
Phone (208) 342-5515

Date Report Printed: 2/19/2020 11:56:07 AM
<http://www.analyticallaboratories.com>
These test results relate only to the items tested.

Laboratory Analysis Report

Sample Number: 2004921

Attn: JEREMY HENDERSON
GMCO CORPORATION
P O BOX 1480
RIFLE, CO 81650

Collected By:
Submitted By: FEDEX

Source of Sample:
TORCH LT-JAN 2020

Time of Collection:

Date of Collection:

Date Received: 2/4/2020

Report Date: 2/19/2020

Field pH: Lab pH:


PWS#:

Field Temp: Temp Rcvd in Lab:

PWS Name:

Test Requested	MCL	Analysis Result	Units	MDL	Method	Date Completed	Analyst
% Solid Passing #10 Sieve		> 99.0	%		PNS	2/14/2020	JH
100 percent passing the #10 sieve. Freezer temperature = 0 °F (-17.8 °C).							
Arsenic, As		1.5	mg/L	1.0	EPA 200.7	2/11/2020	JMS
Barium, Ba		<0.5	mg/L	0.5	EPA 200.7	2/11/2020	JMS
Cadmium, Cd		<0.05	mg/L	0.05	EPA 200.7	2/11/2020	JMS
Chromium Low		<0.05	mg/L	0.05	EPA 6020	2/18/2020	JH
Copper, Cu		<0.1	mg/L	0.1	EPA 200.7	2/11/2020	JMS
Corrosion Rate, 3 Day, TSI Coupons		23.3	%		NACE PNS	2/14/2020	JH
Freezer Settlicable Solids		<1.0	%	1.0	PNS	2/14/2020	JH
There was no precipitation or crystallization found from a one liter sample. There was no density felt at any level.							
Lead, Pb		<0.5	mg/L	0.5	EPA 200.7	2/11/2020	JMS
Magnesium Chloride		31.0	% wt		PNS	2/6/2020	JMS
Mercury, Hg		<0.02	mg/L	0.02	EPA 245.1	2/6/2020	JD
Metals Digestion		*			EPA 3050	2/5/2020	JR
Molybdenum, Mo		<1.0	mg/L	1.0	EPA 200.7	2/11/2020	JMS
Selenium Low		<0.05	mg/L	0.05	EPA 6020	2/18/2020	JH
Specific Gravity		1.3058			ASTM D 1429	2/6/2020	JR
Zinc, Zn		<0.1	mg/L	0.1	EPA 200.7	2/11/2020	JMS
Ammonia Direct (as N)		3.05	mg/L	0.04	EPA 350.1	2/10/2020	JPH
Total Phosphate (as P)		5	mg/L	5	EPA 365.4	2/7/2020	DS
Cyanide, Total		<0.05	mg/L	0.05	EPA 335.4	2/14/2020	DS
pH, Dcicer 1 + 4		8.3	S.U.		ASTM D1293	2/8/2020	LW
Sulfate, SO4		0.6	% wt	0.1	EPA 300.0	2/10/2020	NC

Email: jhenderson@gmcocorp.com


Thank you for choosing Analytical Laboratories for your testing needs.

If you have any questions about this report, or any future analytical needs, please contact your client manager:

James Hibbs

MCL = Maximum Contamination Level
MDL = Method/Minimum Detection Limit
UR = Unregulated



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gmccorp.com

TORCH LT

Phase Diagram

% DS	Torch LT
4	27
5	25
6	23
7	21
8	19
9	15
10	10
11	6
12	0
13	-1
14	-6
15	-9
16	-13
17	-17
18	-25
19	-28
20	-36
21	-40
22	-46
23	-55
24	-65
25	-70
26	-77
27	-75
28	-74
29	-73
30	-72



Torch™ LT **Advanced Liquid Deicer**

GENERAL INFORMATION:

Torch™ LT is an environmentally safe De-icing / Anti-Icing Agent. It provides performance at lower operating temperature and enhances the ability to remain on the roadway longer. *Torch™ LT* is available exclusively through GMCO Corporation.

SPECIFICATIONS:

Torch™

Mag Concentration	27 to 31%
Physical State	Liquid
Color	Colorless to Light Amber
Odor	Odorless
Specific Gravity @ 20°C	1.249 to 1.340
Lbs. per Gallon @ 20°C	10.41 to 11.18
pH	7 to 9 (1-4 solution)

APPLICATION RATES:

Application rates are similar to other magnesium chloride based products. The user will likely observe the product remaining on the roadway longer than normal products and adjust rates accordingly

For further information on methods and rates of application, contact GMCO Corporation.

PNS QPL Approval Category 1

Safety Data Sheet

Issue Date: 11-Dec-2019

Revision Date: 11-Dec-2019

Version 1

1. IDENTIFICATION

Product identifier

Product Name Torch LT

Other means of identification

SDS # GMCO-006

Recommended use of the chemical and restrictions on use

Recommended Use Road deicer.

Details of the supplier of the safety data sheet

Manufacturer Address

GMCO Corporation
0228 Power Line Road
Rifle, CO 81650
Ph: 970-625-9100
F: 970-625-9101

Emergency telephone number

Emergency Telephone INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

Appearance Colorless to Light Amber
Liquid

Physical state Liquid

Odor Odorless

Classification

This chemical does not meet the hazardous criteria set forth by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200). However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

3. COMPOSITION/INFORMATION ON INGREDIENTS

The product contains no substances which, at their given concentration, are considered to be hazardous to health. However, additional component information is available in subsequent sections of this SDS.

4. FIRST AID MEASURES

Description of first aid measures

General Advice

Provide this SDS to medical personnel for treatment.

Eye Contact

Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation occurs.

Skin Contact

Wash thoroughly with soap and water. Get medical attention if irritation occurs. Wash contaminated clothing before reuse.

Inhalation

If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. Get medical advice/attention if you feel unwell.

Ingestion	Rinse mouth. Do not induce vomiting without medical advice. If conscious give 2 glasses of water to dilute. Never give anything by mouth to an unconscious person. If ingestion of a large amount does occur, call a poison control center immediately.
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Most important symptoms and effects, both acute and delayed

Symptoms	Direct contact with eyes may cause temporary irritation.
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Indication of any immediate medical attention and special treatment needed

Notes to Physician	Treat symptomatically and supportively.
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5. FIRE-FIGHTING MEASURES**Suitable Extinguishing Media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Water spray (fog). Carbon dioxide (CO₂). Foam. Alcohol resistant foam. Cool containers exposed to flames with water until well after the fire is out.

Unsuitable Extinguishing Media Do not use a solid water stream as it may scatter and spread fire.

Specific Hazards Arising from the Chemical

Pressure may develop in closed containers if temperatures exceed 87.8°C (190°F). During fire, gases hazardous to health may be formed.

Hazardous combustion products Hydrogen chloride. Chlorine gas. Oxides of magnesium.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal Precautions	Keep unnecessary and unprotected people away from area of spill. Wear protective clothing as described in Section 8 of this safety data sheet.
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Environmental precautions

Environmental precautions	See Section 12 for additional Ecological Information.
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Methods and material for containment and cleaning up

Methods for Containment	Prevent further leakage or spillage if safe to do so.
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Methods for Clean-Up	Before attempting clean up, refer to hazard data given above. Small spills may be absorbed with non-reactive absorbent and placed in suitable, covered, labelled containers. Prevent large spills from entering sewers or waterways. Contact emergency services and supplier for advice. For waste disposal, see section 13 of the SDS.
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7. HANDLING AND STORAGE**Precautions for safe handling**

Advice on Safe Handling	Handle in accordance with good industrial hygiene and safety practice. Wear protective gloves/protective clothing and eye/face protection. Wash face, hands and any exposed skin thoroughly after handling. Do not eat, drink or smoke when using this product.
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Conditions for safe storage, including any incompatibilities

Storage Conditions	Keep containers tightly closed in a dry, cool and well-ventilated place. Store away from incompatible materials. Store between 50-100°F.
Incompatible Materials	Strong oxidizers. Strong acids. Metals.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines

This product, as supplied, is not known to contain any materials with established occupational exposure limits.
 TWA PEL: No specific limits have been established for magnesium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR):5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.
 TWA TLV: No specific limits have been established for magnesium chloride (a soluble substance).As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC):10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV

Appropriate engineering controls

Engineering Controls	Use process enclosures, local exhaust ventilation or other engineering controls to keep airborne levels below recommended exposure limits. If user operations generate dust, fume or mist, use ventilation to keep exposure to airborne contaminants below exposure limit.
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Individual protection measures, such as personal protective equipment

Eye/Face Protection	Safety glasses with side shields. Refer to 29 CFR 1910.133 for eye and face protection regulations.
Skin and Body Protection	Wear protective gloves and protective clothing. Refer to 29 CFR 1910.138 for appropriate skin and body protection.
Respiratory Protection	If necessary, wear a MSHA/NIOSH-approved respirator. Refer to 29 CFR 1910.134 for respiratory protection requirements.
General Hygiene Considerations	Handle in accordance with good industrial hygiene and safety practice. Wash face, hands and any exposed skin thoroughly after handling. Wash contaminated clothing before reuse.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	Liquid	Odor	Odorless
Appearance	Colorless to Light Amber Liquid	Odor Threshold	Not determined
Color	Not determined		

Property	Values	Remarks • Method
pH	7-9	(5% in DW)
Melting point / freezing point	-18.33 °C	
Boiling point / boiling range	107.22 °C	
Flash point	Not determined	
Evaporation Rate	Not determined	
Flammability (Solid, Gas)	Not determined	
Flammability Limit in Air		
Upper flammability or explosive limits	Not determined	
Lower flammability or explosive	Not determined	

limits	
Vapor Pressure	Not determined
Vapor Density	Not determined
Relative Density	1.24-1.34
Water Solubility	Soluble in water
Solubility in other solvents	methanol and acetone
Partition Coefficient	Not determined
Autoignition temperature	Not determined
Decomposition temperature	Not determined
Kinematic viscosity	Not determined
Dynamic Viscosity	Not determined
Explosive Properties	Not determined
Oxidizing Properties	Not determined

10. STABILITY AND REACTIVITY

Reactivity

Not reactive under normal conditions.

Chemical stability

Stable under recommended storage conditions.

Possibility of hazardous reactions

None under normal processing.

Hazardous Polymerization Under normal conditions of storage and use, hazardous polymerization will not occur.

Conditions to Avoid

Incompatible Materials.

Incompatible materials

Strong oxidizers. Strong acids. Metals.

Hazardous decomposition products

Hydrogen chloride. Chlorine gas. Magnesium oxides.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Eye Contact Direct contact with eyes may cause temporary irritation.

Skin Contact Prolonged contact may cause redness and irritation.

Inhalation No adverse effects due to inhalation are expected.

Ingestion Not expected to cause any harmful effects if ingested.

Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
water 7732-18-5	> 90 mL/kg (Rat)	-	-
Magnesium Chloride 7786-30-3	= 2800 mg/kg (Rat)	-	-

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms Please see section 4 of this SDS for symptoms.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity Based on the information provided, this product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

Numerical measures of toxicity
Not determined

12. ECOLOGICAL INFORMATION

Ecotoxicity
An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

Component Information

Chemical name	Algae/aquatic plants	Fish	Crustacea
Magnesium Chloride 7786-30-3	82.7: 72 h Pseudokirchneriella subcapitata mg/L EC50	1970 - 3880: 96 h Pimephales promelas mg/L LC50 static 4210: 96 h Gambusia affinis mg/L LC50 static	140: 48 h Daphnia magna mg/L EC50 Static 1400: 24 h Daphnia magna mg/L EC50

Persistence/Degradability
Not determined.

Bioaccumulation
Not determined.

Mobility
Not determined

Other Adverse Effects
None known

13. DISPOSAL CONSIDERATIONS

Waste Treatment Methods

Disposal of Wastes Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated Packaging Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION

Note Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.

DOT Not regulated

IATA Not regulated

IMDG Not regulated

15. REGULATORY INFORMATION

International Inventories

Chemical name	TSCA	TSCA Inventory Status	DSL/NDSL	EINECS/ELI NCS	ENCS	IECSC	KECL	PICCS	AICS
water	X	ACTIVE	X	X	X	X	X	X	X
Magnesium Chloride	X	ACTIVE	X	X	X	X	X	X	X

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List
EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
ENCS - Japan Existing and New Chemical Substances
IECSC - China Inventory of Existing Chemical Substances
KECL - Korean Existing and Evaluated Chemical Substances
PICCS - Philippines Inventory of Chemicals and Chemical Substances
AICS - Australian Inventory of Chemical Substances

US Federal Regulations**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355).

SARA 311/312 Hazard Categories

This material does not contain any SARA 311-312 chemicals above the minimum levels

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

This product does not contain any substances regulated under applicable state right-to-know regulations

16. OTHER INFORMATION

<u>NFPA</u>	Health Hazards Not determined	Flammability Not determined	Instability Not determined	Special Hazards Not determined
<u>HMIS</u>	Health Hazards Not determined	Flammability Not determined	Physical hazards Not determined	Personal Protection Not determined

Issue Date: 11-Dec-2019
Revision Date: 11-Dec-2019
Revision Note: New format

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

Issue Date: 23-Jun-2015

Revision Date: 02-Sep-2015

Version 1

1. IDENTIFICATION**Product Identifier****Product Name** NexGen Anti-Icing Corrosion Inhibitor**Other means of identification****SDS #** PCL-001**Recommended use of the chemical and restrictions on use****Recommended Use** To be used only as a corrosion inhibitor in magnesium chloride based liquid roadway de-icers and at concentrations of 1% or less.**Details of the supplier of the safety data sheet****Supplier Address**Paradigm Group, LLC
2611 S. Yarrow St.
Lakewood, CO 80227**Emergency Telephone Number****Company Phone Number** (303) 986-7871
Emergency Telephone (24 hr) INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)**2. HAZARDS IDENTIFICATION****Appearance** Clear to medium amber, slightly, viscous liquid**Physical State** Slightly viscous liquid**Odor** Mild ammoniacal odor**Classification**

This chemical does not meet the hazardous criteria set forth by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200). However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No	Weight-%
Triethanolamine	102-71-6	50-75

If Chemical Name/CAS No is "proprietary" and/or Weight-% is listed as a range, the specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. FIRST-AID MEASURES

First Aid Measures

- Eye Contact** Flush with water for several minutes, get medical attention if irritation persists. Remove contact lenses and continue to flush.
- Skin Contact** Wash exposed area with soap and water, remove and launder contaminated clothing before reuse. Seek medical attention if irritation persists. Discard items which cannot be decontaminated, including leather articles.
- Inhalation** Remove to fresh air. If irritation persists, call a physician.
- Ingestion** If copious quantities ingested, call a physician.

Most important symptoms and effects

- Symptoms** May cause mild skin or eye irritation in some individuals.

Indication of any immediate medical attention and special treatment needed

- Notes to Physician** Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Water spray (fog). Dry chemical. Carbon dioxide (CO2). Foam. Alcohol resistant foam.

Unsuitable Extinguishing Media Do not use a solid water stream as it may scatter and spread fire.

Specific Hazards Arising from the Chemical

Pressure may develop in closed containers if temperatures exceed 87.8°C (190°F).

Hazardous Combustion Products Combustion products may exist due to surrounding material burning. These may include, but not limited to: Nitrogen oxides, Carbon monoxide, Carbon dioxide.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. May use direct water spray to cool containers.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

- Personal Precautions** Keep persons not involved in cleanup away from spill area until cleanup is completed.
- Environmental Precautions** See Section 12 for additional Ecological Information.

Methods and material for containment and cleaning up

- Methods for Containment** Prevent further leakage or spillage if safe to do so.
- Methods for Clean-Up** Prevent the spread of spill with diking and/or absorbent materials. Pump liquid if possible, into salvage containers. Absorb remaining liquid with floor absorbent or other absorbent materials. Remove contaminated absorbent to disposal containers.

7. HANDLING AND STORAGE

Precautions for safe handling

- Advice on Safe Handling** Avoid contact with skin, eyes or clothing. Do not breathe dust/fume/gas/mist/vapors/spray. Do NOT take internally. Wash face, hands, and any exposed skin thoroughly after handling. Do not use sodium nitrate or other nitrosating agents in formulas containing this product. Cancer causing nitrosamines could be formed.

Conditions for safe storage, including any incompatibilities

- Storage Conditions** Recommend storage in bulk covered containers that are vented. Recommend storage away from strong oxidizing agents or strong acids at temperatures between 10°C (50°F) and 37.8 °C (100°F).
- Incompatible Materials** Strong oxidizing agents. Strong acids. Nitrites.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Triethanolamine 102-71-6	TWA: 5 mg/m ³	-	-

Appropriate engineering controls

- Engineering Controls** Showers. Eyewash stations. Ventilation systems.

Individual protection measures, such as personal protective equipment

- Eye/Face Protection** Use safety glasses with side shields.
- Skin and Body Protection** Use gloves chemically resistant to this material when prolonged or frequently repeated contact could occur. When prolonged or frequently repeated contact could occur, use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron or full body suit will depend on the task.
- Respiratory Protection** For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator such as an organic vapor cartridge.

General Hygiene Considerations Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

- Physical State** Slightly viscous liquid

Ingestion Do not ingest.

Component Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Triethanolamine 102-71-6	= 4190 mg/kg (Rat)	> 16 mL/kg (Rat) > 20 mL/kg (Rabbit)	-

Information on physical, chemical and toxicological effects

Symptoms Please see section 4 of this SDS for symptoms.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity Group 3 IARC components are "not classifiable as human carcinogens".

Chemical Name	ACGIH	IARC	NTP	OSHA
Triethanolamine 102-71-6		Group 3		

Legend

*IARC (International Agency for Research on Cancer)
Group 3 IARC components are "not classifiable as human carcinogens"*

Numerical measures of toxicity

Not determined

12. ECOLOGICAL INFORMATION

Ecotoxicity

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

Component Information

Chemical Name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Triethanolamine 102-71-6	216: 72 h Desmodesmus subspicatus mg/L EC50 169: 96 h Desmodesmus subspicatus mg/L EC50	10600 - 13000: 96 h Pimephales promelas mg/L LC50 flow-through 1000: 96 h Pimephales promelas mg/L LC50 static 450 - 1000: 96 h Lepomis macrochirus mg/L LC50 static		1386: 24 h Daphnia magna mg/L EC50

Persistence/Degradability

Not determined.

Bioaccumulation

Not determined.

Mobility

Chemical Name	Partition Coefficient
Triethanolamine 102-71-6	-2.53

Other Adverse Effects

Not determined

13. DISPOSAL CONSIDERATIONS

Waste Treatment Methods

- Disposal of Wastes** Disposal should be in accordance with applicable regional, national and local laws and regulations.
- Contaminated Packaging** Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION

- Note** Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.
- DOT** Not regulated
- IATA** Not regulated
- IMDG** Not regulated

15. REGULATORY INFORMATION

International Inventories

Chemical Name	TSCA	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS	AICS
Triethanolamine	Present	X		Present		Present	X	Present	X	X

Legend:

- TSCA - United States Toxic Substances Control Act Section 8(b) Inventory*
- DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List*
- EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances*
- ENCS - Japan Existing and New Chemical Substances*
- IECSC - China Inventory of Existing Chemical Substances*
- KECL - Korean Existing and Evaluated Chemical Substances*
- PICCS - Philippines Inventory of Chemicals and Chemical Substances*
- AICS - Australian Inventory of Chemical Substances*

US Federal Regulations

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355).

SARA 311/312 Hazard Categories

- Acute Health Hazard** No
- Chronic Health Hazard** No

Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

US State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Triethanolamine 102-71-6	X	X	X

16. OTHER INFORMATION

NFPA	Health Hazards	Flammability	Instability	Special Hazards
	Not determined	Not determined	Not determined	Not determined
HMS	Health Hazards	Flammability	Physical Hazards	Personal Protection
	0	0	0	Not determined

Issue Date: 23-Jun-2015
 Revision Date: 02-Sep-2015
 Revision Note: New format

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

**PRODUCT CHECKLIST FOR CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE
(CLEAR ROADS PRODUCT CATEGORY 1)**

ITB # 6324 OF

! THIS FORM MUST ACCOMPANY YOUR BID SUBMISSION !

- △ All products being submitted during this bidding opportunity must also be accompanied by one (1) one-gallon container sample of product(s).
- △ All products being submitted that are not already Clear Roads Qualified must also be accompanied by the chemical, biological, and physical analyses performed by an independent laboratory with American Association for Laboratory Accreditation (ISO 17025). See also Attachment C.
- △ Vendors must list on this form each product and/or supplier origin they intend to utilize in fulfilling the contract.
- △ Type or print clearly in ink, in all fields (use "N/A" where appropriate).

This information must be provided for <u>ALL</u> products.		This material must accompany <u>NEW</u> products.								
Product #	Product Name	Manufacturer	Supplier Origin	One (1) one-gallon container sample of the product	Clear Roads Qualified?	Product Data Sheet	Safety Data Sheet(s)	Eutectic temperature chart and graphs	Independent lab results, as specified in the General Specifications (Att. C)	Toxicity Report
1	Torch LT	GMCO Corporation	Hastings, NE & Johnstown, CO	<input checked="" type="checkbox"/> Yes	<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
2	Torch CI	GMCO Corporation	Hastings, NE & Johnstown, CO	<input checked="" type="checkbox"/> Yes	<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
3	Torch IB	GMCO Corporation	Hastings, NE & Johnstown, CO	<input checked="" type="checkbox"/> Yes	<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
4				<input type="checkbox"/> Yes	<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
5				<input type="checkbox"/> Yes	<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

Bruce Juelfs
Bidder Signature

Bruce Juelfs

08/06/2020

Date Submitted (mm/dd/yyyy)

Bidder Printed Name

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