State of Nebraska - INVITATION TO BID CONTRACT

Date	2/22/2022	**Page**	1 of 3
Solicitation Number	6646 OF		
Opening Date and Time	2/25/2022	2:00 pm	
Buyer	BRENDA SENSIBAUGH (AS)		

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

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

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

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

Contract to supply and deliver Liquid Asphaltic Materials to the State of Nebraska as per the attached specifications. The contract is seasonal and does not contain any renewal options. The term of the contract will be commencing upon effective date of award through November 30, 2022. State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties

(MH 1/18/22)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	DISTRICT 1 CRS-2P	3,920.0000	TN	$646.05	$ 2,532,516.00
2	DISTRICT 3 CRS-2P	34,670.0000	TN	$662.42	$22,966,101.40
3	DISTRICT 3 CSS-1H STRAIGHT	22.0000	TN	$603.80	$ 13,283.60
4	DISTRICT 3 HFE 150	1,450.0000	TN	$657.40	$ 953,230.00
5	DISTRICT 4 CRS-2P	7,490.0000	TN	$680.39	$ 5,096,121.10

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: Net ___% 45 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 and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within one days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here Robert Cheever - Pres.
(Authorized Signature Mandatory – Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR#	318664	**Contact**	Michael Spohr
VENDOR:	Jebro, Inc.	**Telephone**	800-831-8037
Address:	2303 Bridgeport Dr, Sioux City, IA 51111	**Email**	mike.spohr@jebro.com

State of Nebraska - INVITATION TO BID CONTRACT

Date	1/18/22	Page	2 of 3
Solicitation Number	6646 OF		
Opening Date and Time	02/17/22	2:00 pm	
Buyer	BRENDA SENSIBAUGH (AS)		

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MULTIPLE DELIVERY LOCATIONS
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FOR DELIVERY ADDRESSES.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	DISTRICT 4 HFE 300	300.0000	TN	$695.26	$ 208,578.00
7	DISTRCIT 4 MC-250	25.0000	TN	$955.82	$ 23,895.50
8	DISTRICT 5 CRS-2P	540.0000	TN	$725.05	$ 391,527.00
9	DISTRICT 5 CRS-2VHL	2,255.0000	TN	$823.95	$ 1,858,007.25
10	DISTRICT 6 CRS-2P	3,500.0000	TN	$699.67	$ 2,448,845.00
11	DISTRICT 6 CSS-1H 50/50	80.0000	TN	$440.78	$ 35,262.40
12	DISTRICT 6 CSS-1H 75/25	2,160.0000	TN	$552.13	$ 1,192,600.80
13	DISTRICT 6 HFE 300	720.0000	TN	$720.05	$ 518,436.00
14	DISTRICT 6 MC-250	100.0000	TN	$977.43	$ 97,743.00
15	DISTRICT 7 CRS-2P	2,910.0000	TN	$705.28	$ 2,052,364.80
16	DISTRICT 7 CSS-1H 50/50	90.0000	TN	$462.72	$ 41,644.80
17	DISTRICT 7 CSS-1H STRAIGHT	55.0000	TN	$667.19	$ 36,695.45
18	DISTRICT 8 CRS-2P	2,325.0000	TN	$672.25	$ 1,562,981.25
19	DISTRICT 8 CSS-1H 75/25	330.0000	TN	$547.27	$ 180,599.10
20	DISTRICT 8 HFE 300	375.0000	TN	$690.82	$ 259,057.50
21	DISTRICT 8 HFE 1000	50.0000	TN	$789.51	$ 39,475.50
22	DISTRICT 8 MC-250	18.0000	TN	$935.48	$ 16,838.64
23	CRS-2 STRAIGHT PLANT PICK UP	200.0000	TN	$590.00	$ 118,000.00
24	CRS-2L PLANT PICK UP	200.0000	TN	No Bid	-------
25	CRS-2P 80/20 PLANT PICK UP	200.0000	TN	No Bid	--------
26	CSS-1H PLANT PICK UP	200.0000	TN	$590.00	$ 118,000.00
27	CSS-1H 75/25 PLANT PICK UP	200.0000	TN	$490.00	$ 98,000.00

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
28	CSS 1H 50/50 PLANT PICK UP	200.0000	TN	$390.00	$ 78,000.00
29	CSS 1H PLANT PICK UP	200.0000	TN	No Bid	-------
30	SS-1H 75/25 PLANT PICK UP	200.0000	TN	No Bid	-------
31	SS-1H 50/50 PLANT PICK UP	200.0000	TN	No Bid	-------
32	CFS/FS-1 PLANT PICK UP	200.0000	TN	No Bid	-------
33	CMS-1 PLANT PICK UP	200.0000	TN	No Bid	-------
34	CMS-1W PLANT PICK UP	200.0000	TN	No Bid	-------
35	MC-250 PLANT PICK UP	200.0000	TN	$920.00	$ 184,000.00
36	HFE 150 PLANT PICK UP	200.0000	TN	$650.00	$ 130,000.00
37	HFE 300 PLANT PICK UP	200.0000	TN	$675.00	$ 135,000.00
38	HFE 500 PLANT PICK UP	200.0000	TN	No Bid	-------
39	HFE 1000 PLANT PICK UP	200.0000	TN	$730.00	$ 146,000.00
40	HFMS-2L PLANT PICK UP	200.0000	TN	No Bid	-------
41	HFM-2P PLANT PICK UP	200.0000	TN	No Bid	-------
42	CRS-2P PLANT PICK UP	200.0000	TN	$635.00	$ 127,000.00
43	CRS-2VHL PLANT PICK UP	200.0000	TN	No Bid	-------
44	RETURNED LOAD FEE	1.0000	MI	$12.00	$12.00
45	DEMURRAGE CHARGE	1.0000	HR	$240.00	$240.00

INVITATION TO BID

Number 6646 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 6646 OF for the purpose of selecting a qualified Vendor to provide Liquid Asphaltic Materials. 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 contract is seasonal and does not contain any renewal options. The term of the contract will be commencing upon effective date of award through November 30, 2022. State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
http://das.nebraska.gov/materiel/purchasing.html

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful Vendor's bid or response will be posted to a public website managed by DAS, which can be found at:

https://statecontracts.nebraska.gov

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

These postings will include the entire bid or response. Bidder must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Bidder must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE **BIDDER MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

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

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

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GLOSSARY OF TERMS

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

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

After Receipt of Order: 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: 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: In a competitive bid, the final offer submitted which contains vendor's most favorable terms for price.

Bid: An offer, or quote submitted by a vendor~~/vendor~~ in a response to a written ITB,

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

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

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: Monday through Friday, excluding Saturdays and Sundays and State/Federal 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 later.

Catalog/Non-Core: A printed or electronic list of products a vendor 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: 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 Vendor.

Contract Period: The duration of the contract.

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

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

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

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

Critical Program Error: Any Program Error, whether 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 Vendor.

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 vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

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

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 Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on-Board 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 Vendor ", and "Installation by State", as found in the ITB, 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: A written ITB utilized for obtaining competitive offers for Services or 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 Vendor 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: 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".

National Institute for Governmental Purchasing: 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: 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 Vendor 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: 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 ITB, plus any additional programs and products licensed by the State under the contract for use by the State,

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

Proposal: An offer, bid, or quote submitted by a vendor~~/vendor~~ in a response to a written ITB,

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

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

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

Quote: See "Bid",

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 Vendor.

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

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

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

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

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

Shall: See "Mandatory".

Should: Expected; suggested, but not necessarily mandatory,

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

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

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

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

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

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

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

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

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

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

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

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

Vendor 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 Vendor.

Will: See "Mandatory".,

Work Day: See "Business Day",

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

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

NDOT- NEBRASKA DEPARTMENT OF TRANSPORTATION

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

POC- Point of Contact

RFI – Request for Information

RFP – Request for Proposal

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 LIQUID ASPHALTIC MATERIALS at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bid Instructions, and Cost Bid Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

ITB:	6646 OF
Name:	Brenda Sensibaugh, Procurement Contracts Officer
Agency:	State Purchasing Bureau
Address:	1526 K Street, Suite 130 Lincoln, NE 68508
Telephone:	402-471-6500
E-Mail:	as.materielpurchasing@nebraska.gov

From the date the 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 ITB. 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 not have any communication with or attempt to communicate or influence any evaluator involved in this ITB.

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

C. **SCHEDULE OF EVENTS**

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

	ACTIVITY	DATE/TIME
1.	Release *ITB*	1-18-22
2.	Last day to submit written questions Upload electronic Question submissions via ShareFile link: https://nebraska.sharefile.com/r-re9d917a187b54705850aaea104c7fcae	2-2-22
3.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	2-7-22
4.	**Electronic Bid Opening** **6646 OF Liquid Asphaltic Materials** Upload electronic Bid submissions via ShareFile link: https://nebraska.sharefile.com/r-ra0bdf8bc59ec42d2a3e34a7159f808e7 Join Zoom Meeting https://us02web.zoom.us/j/2629176739?pwd=NkhobXNpOU94UmFmTG1wYmJqTXhpUT09 Meeting ID: 262 917 6739 Zoom	2-17-22 2:00 PM Central Time
5.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	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 6646 OF; LIQUID APSHALTIC MATERIALS 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 Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

Questions should be uploaded using the following ShareFile link:
https://nebraska.sharefile.com/r-re9d917a187b54705850aaea104c7fcae

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. **RECYCLING (§ 81-15,159(d)(2))**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

The State also encourages the use of products utilizing soy or beets; however, the State cannot give a preference for using these products.

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

All Vendors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Vendor 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 Vendor 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 Vendor shall include this clause in any subcontract entered for the exclusive purpose of performing this contract.

Vendor shall have an affirmative duty to report any violations of this clause by the Vendor throughout the bidding process, and throughout the term of this contract for the successful Vendor 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 Vendor in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not 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**

*****ALL BIDS MUST BE SUBMITTED ELECTRONICALLY! *****

The State is only accepting electronically submitted responses for this ITB.

It is the bidder's responsibility to ensure the ITB is received by the date and time indicated in the Schedule of Events. All electronic bids must be received in the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. **No late bids will be accepted.**

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 along with 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 for all information relevant to this Invitation to Bid to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchasing.html

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

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

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

BIDDERS SUBMITTING ELECTRONIC RESPONSES:

1. **ELECTRONICALLY UPLOADING BID(S) TO SHAREFILE**

   a. Bidders should upload bid(s) via ShareFile Link to:
   https://nebraska.sharefile.com/r-ra0bdf8bc59ec42d2a3e34a7159f808e7

b. Each bid will have an individual ITB Number and Attachment Letter (i.e. 6646 OF Attachment "?", etc.) in each bid. **Bidders are to be sure to upload their Bid(s) to the correct ShareFile link listed in the bid.**

c. Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible, but Microsoft Edge is not.

d. After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address so that the bidder will receive a confirmation email confirming the successful upload directly from ShareFile.

2. **OTHER BID DOCUMENTS TO UPLOAD TO SHAREFILE**

a. Any "Proprietary information" (if applicable) should be uploaded as separate and distinct files.

b. If it is the bidder's intent to submit multiple bids, the bidder must clearly identify each submission separately (see "Electronic ITB File Names" below).

c. It is the Bidder's responsibility to submit the Electronic Bid(s) and be received by the date and time of the Bid Opening indicated in the Schedule of Events.

d. **No late Bids will be accepted.**

e. **Hardware, software, internet, user, or electronic issues will not excuse a late bid.**

3. **ELECTRONIC ITB FILE NAMES**

The bidder should clearly identify the uploaded ITB bid files. To assist in identification please use the following naming convention:

a. For a single file being submitted

- ITB 6646OF ABC Company

b. For multiple files being submitted, add number of files to file names:

- ITB 6646 OF ABC Company File 1 of 2

c. For Proprietary Information being submitted, make 1 file that has all the proprietary information in it. Then add number of files to file names and put proprietary to the end of the name:

- ITB 6646 OF ABC Company File 1 of 2 Proprietary

d. For multiple ITB bids being submitted from the same company, add a bid number to the file names:

- ITB 6646 OF ABC Company Bid 1
  or
- ITB 6646 OF ABC Company Bid 1 File 1 of 2
  or
- ITB 6646 OF ABC Company Bid 1 File 1 of 2 Proprietary

Do not submit bid/bid documents more than **30 days prior to the Bid Opening**. Once the bid/bid documents are uploaded they are only available for 30 days.

J. BID PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH INVITATION TO BID

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

1. Rejection of a Bidder's Bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. 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 relative to the seriousness of the violation, such period to be within the sole discretion of the State.

L. 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.

M. LATE BIDS

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

N. **BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid for goods, the buyer may read the bids aloud or allow bids to be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting 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.

O. **INVITATION TO BID REQUIREMENTS**

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

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

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.

P. **EVALUATION OF BIDS**

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

Cost Bid

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 vendor, 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 vendor, 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 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 "Bidder 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.

Q. BEST AND FINAL OFFER

If best and final offers (BAFO) are 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. Bidders should not expect that the State will request a BAFO.

R. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a bid in response to this ITB, the bidder grants to the State the right to contact or arrange a visit in person with any or all 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.

S. AWARD

The State reserves the right to evaluate bids and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the 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 bidder bids that are not material, do not compromise the ITB process or a bidder's 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 single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

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

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

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

T. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The 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.

U. 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.

V. ALTERNATE/EQUIVALENT BIDS

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. 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.

W. LUMP SUM OR" ALL OR NONE" BIDS

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

X. EMAIL SUBMISSIONS

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

Y. BID TABULATIONS

Bid tabulations are available on the website at: http://das.nebraska.gov/materiel/purchasing.html

Z. 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.

AA. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

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 Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bids. 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:
RC			

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

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

These documents constitute the entirety of the contract.

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. 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.

D. AMENDMENT

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

E. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Bidder, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Bidder may not claim forfeiture of the contract by reasons of such changes.

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

No change shall be implemented by the 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.

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

F. VENDOR PERFORMANCE REPORT(S)

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

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 State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

G. NOTICE OF POTENTIAL VENDOR BREACH

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

If Vendor breaches the contract or anticipates breaching the contract, the Vendor 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.

H. BREACH

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

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 Vendor, 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 vendor. The State may recover from the Vendor 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 Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

I. NON-WAIVER OF BREACH

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

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.

J. SEVERABILITY

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

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.

K. INDEMNIFICATION

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

GENERAL
The Vendor 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 Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

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

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, Vendor 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.

L. ATTORNEY'S FEES

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

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.

M. ASSIGNMENT, SALE, OR MERGER

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

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

The Vendor retains the right to enter a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor 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 Vendor 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.

N. 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:
nc			

The Vendor 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 pursuant to this clause.

The Vendor 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 pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

O. FORCE MAJEURE

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

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.

P. CONFIDENTIALITY

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

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.

Q. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Vendor, 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 Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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. Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders;
e. an involuntary proceeding has been commenced by any party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
g. Vendor intentionally discloses confidential information;
h. Vendor has or announces it will discontinue support of the deliverable; and,
i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

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

Upon termination of the contract for any reason the Vendor 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 Vendor is permitted to keep the information or data by contract or rule of law. Vendor 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 Vendor's routine back up procedures;
4. Cooperate with any successor vendor, person, or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor vendor, 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 Vendor to surrender intellectual property, real or person property, or information or data owned by the Vendor for which the State has no legal claim.

III. VENDOR DUTIES

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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 Vendors 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 Vendor warrants that all persons assigned to the project shall be employees of the Vendor or a Subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor 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 Vendor's employees, including all insurance required by state law;
3. Damages incurred by Vendor'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 Vendor'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 Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the Vendor's level of effort, tasks, and time allocation must be clearly defined in the Vendor's bid. The Vendor 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 Vendor to reassign or remove from the project any Vendor or Subcontractor employee.

Vendor 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 Vendor 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 Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor 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 Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor 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 Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. **COOPERATION WITH OTHER VENDORS**

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

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

E. **DISCOUNTS**

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

F. **PRICES**

Prices quoted on ITB 6646 OF shall be unit price (per Ton) and shall be firm for one-hundred twenty (120) days from date of award through November 30, 2022 and are to be net, including transportation and delivery charges fully prepaid by the Vendor, F.O.B. destination named in the ITB. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Any request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed

price increase(s), cancel the contract and rebid to any State Agencies prior to written amendment of the contract by the parties. The State will be given full proportionate benefit of any decrease for the term of the contract

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:
RC			

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 Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Vendor 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 VENDOR BREACH

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

If Vendor breaches the contract or anticipates breaching the contract the Vendor 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:
RC			

The Vendor 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:
nc			

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:
nc			

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor 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:
nc			

The Vendor 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 Vendor 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 Vendor.

N. ADVERTISING

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

The Vendor 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:
RC			

The Vendor 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, 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:
RC			

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor 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:
RC			

Despite any clause to the contrary, the Vendor 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 Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse Customer the fees paid to Vendor 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 Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor o NDOT Operations Procurement with sufficient detail to support payment. Payment will be made based on the quantities received. Invoices must reference the purchase order number. Vendors should email invoices and supporting documentation to ndot.roadoil@nebraska.gov or forward to the following address.

Nebraska Department of Transportation (NDOT)
Operations Division
PO Box 94759
Lincoln NE 68509

The terms and conditions included in the Vendor'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 or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). Payment shall be due to the Vendor within forty-five (45) calendar days after the goods are finally received, inspected, tested, and accepted, in the discretion and to the satisfaction of the State." The State may require the Vendor 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 Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

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

The State's obligation to pay amounts due on the Contract for a fiscal 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 Vendor 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 Vendor 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 Vendor be paid for a loss of anticipated profit.

H. **RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) day written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor 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 vendor be required to create or maintain documents not kept in the ordinary course of Vendor'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 Vendor.

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

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 one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor 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 Vendor agrees to correct any material weaknesses or condition found because of the audit.

V. SCOPE OF WORK

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

A. SCOPE

It is the intent of this bid invitation to establish a contract to supply LIQUID ASPHALTIC MATERIALS per the attached specifications from date of award through Nov. 30, 2022. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

All items 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 LIQUID ASPHALTIC MATERIALS whether or not they may be specifically mentioned below.

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

C. Estimated Usage, see (Attachment A) LIQUID ASPHALTIC MATERIALS ESTIMATED USAGE.

Prices quoted on 66466 OF, shall remain fixed commencing upon time of award for one-hundred twenty days. 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 subdivisions, cities, and counties.

Vendor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Vendor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law regulations concerning price discrimination and/or price fixing. Vendor 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.

D. Orders and Delivery

Orders will be placed either by phone, fax, email, 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.

Liquid Asphaltic Materials shall be delivered by truck transports in quantities such that legal load limits will not be exceeded, approximately 5800 to 6000 gallons, and shall be hauled by truck transport in fully insulated tanks capable of maintaining required temperatures.

The Vendor shall furnish a delivery receipt to receiving personnel with each load showing type and grade of material, net tons of material, destination of material, consignee, and purchase order number. In addition to the above information the receiving personnel shall note on the delivery receipt the specified delivery, actual arrival time, time unloading started, time unloading was completed; and whether the unloading pump was ordered used. A copy of the complete delivery receipt will be sent or faxed to the Vendor.

Supplier must supply a Safety Data Sheet (SDS). The SDS will be provided with the first load at the delivery point.

The Vendor will be required to make delivery to roadway destinations or supply tanks Monday – Friday. The time of delivery will be specified when the order is placed. If the Vendor notifies the Department of Transportation of their inability to deliver the order as specified, or if the Vendor fails to deliver the order as specified, the State may procure the material from other sources and hold the vendor responsible for any excess cost.

In the event that the NDOT Materials and Research Division test results indicate a material consistently fails to meet specifications and referee testing confirms our test results or the Vendor fails to satisfactorily meet the delivery schedules for material, the state may cancel all or any part of the contract and obtain the required material elsewhere.

The Vendor may expect at least an eighteen (18) hour notice prior to the specified hour the material is to be delivered, with the understanding that the State of Nebraska may cancel the order, with reasonable notice. The Vendor agrees that the applicable receiving personnel will be notified of any breakdown or other happenings, which will delay delivery.

Truck transport tanks and transfer lines shall be clean and free of residual build-ups, foreign materials, and other forms of contaminants that affect product performance, testing, or application in the field.

Truck transport tanks shall have a sample valve attached that is in accordance with AASHTO Designation R66 Section 8 (ASTM D 140 section 10, para. 10.1), or other NDOT-approved means for sampling as outlined in the Supplier's Quality Control program.

Expected unloading time is defined as 3 hours. In cases where there are unloading delays beyond 3 hours and demurrage is to be charged, the Vendor shall furnish the Nebraska Department of Transportation with signed documents showing purchase order number, arrival and departure times, date, and charges for same. The receiving personnel shall sign documents.

E. **CANCELLATION OF DELIVERY BY NDOT**

Occasionally it may be necessary for NDOT to cancel an order that has been dispatched due to circumstances beyond the Vendor's control. In the event that a load is cancelled under these circumstances, the vendor shall be entitled to recover transportation costs. These transportation costs will be billed per highway mile from the point the transport truck is notified of the cancellation back to the shipping point that the load originated from. No other costs may be recovered other than transportation cost based on the charge per highway mile.

F. **LATE OR NON-DELIVERY**

Crews and equipment are mobilized to the worksite in advance of the project start time in order to be ready when the Liquid Asphaltic Material arrives. Delays in the arrival of material are costly in terms of lost production. Liquidated damages will be applied and deducted from the invoice at the rate of $400.00/hour, calculated to the nearest half hour. Deliveries less than 15 minutes late will not be assessed liquidated damages. Failure to deliver product within two (2) hours of scheduled start time will be considered non-delivery and will be assessed $1200.00 liquidated damages. Repeated failure to deliver product according to schedule will be grounds for immediate cancellation of the contract.

All documents must be filled out completely and plainly show arrival and departure times.

Charges for demurrage must be included on the invoice for the Liquid Asphalt Material. Arrival and departure times shown must be for appropriate time zones.

When the Vendor ships material prior to the completion of their testing, and subsequently learns that the material is out of specification while the material is still in transit, the DEPARTMENT MUST BE NOTIFIED IMMEDIATELY BY CONTACTING THE MATERIAL AND RESEARCH DIVISION @ (402) 479-3742 or (402) 479-3839 and the Field Representative's office expecting the delivery.

Any out of specification material which has been incorporated into the work, sections (b), (c) and (d) of the Basis of Payment will apply. The cost of shipping a load of out of specification material, which is returned to the Vendor, will be the responsibility of the Vendor.

Purchase orders will be issued by Nebraska Department of Transportation, Operations Division, Procurement Unit, PO Box 94759, Lincoln, Nebraska, 68509-4759.

Occasionally it may be necessary for NDOT to cancel an order that has been dispatched due to circumstances beyond the vendor's control. In the event that a load is cancelled under these circumstances, the vendor shall be entitled to recover transportation costs. These transportation costs will be billed per highway mile from the point the transport truck is notified of the cancellation back to the shipping point that the load originated from. No other costs may be recovered other than transportation cost based on the charge per highway mile.

G. **BASIS OF PAYMENT**

Liquid Asphaltic Materials which comply with specifications and are furnished in accordance with the instructions herein shall be paid for at the unit price/per ton.

Samples shall pass specifications when tested after being stored at room temperature (~75°F) for periods of up to 14 days after sampling. When test results of on-site asphalt materials are outside of the specified property ranges, the material shall be paid for at the contract unit price multiplied by the Pay Factors in Table 504.01A.

Table 504.01A

Asphalt Materials – Pay Factors

Test of Residue Percentage pre-diluted CSS/SS-1H and all straight emulsions
1.00 for a deviation of minus less than or equal to 1.0%
0.85 for deviation of minus greater than 1.0% to less than or equal to 3.0%
0.70 for deviation of minus greater than 3.0% to less than or equal to 5.0%
0.40 or Reject for deviation of minus greater than 5.0%

Test of Residue Percentage post-diluted 75/25 CSS/SS-1H emulsion
1.00 for a deviation of minus less than or equal to 0.8%
0.85 for deviation of minus greater than 0.8% to less than or equal to 2.3%
0.70 for deviation of minus greater than 2.3% to less than or equal to 3.8%
0.40 or Reject for deviation of minus greater than 3.8%

Test of Residue Percentage post-diluted 50/50 CSS/SS-1H emulsion
1.00 for a deviation of minus less than or equal to 0.5%
0.85 for deviation of minus greater than 0.5% to less than or equal to 1.5%
0.70 for deviation of minus greater than 1.5% to less than or equal to 2.5%
0.40 or Reject for deviation of minus greater than 2.5%

Elastic Recovery
1.00 for a deviation of minus less than or equal to 5.5%
0.75 for deviation of minus greater than 5.5% to less than or equal to 11%
0.40 or Reject for deviation of minus greater than 11%

Softening Point
1.00 for a deviation of minus less than or equal to 3.5°F
0.75 or Reject for deviation of minus greater than 3.5°F

Test of Penetration, CRS-2L and CRS-2VHL
1.00 for test result of 65 – 130 dmm
0.75 for test result of 55 – 64 or 131 – 140 dmm
0.40 or Reject for test result of <55 dmm or >140 dmm

Tests for ALL other Properties Specified* (Unless otherwise noted)
1.00 for a deviation of +/- less than or equal to 10%
0.75 for a deviation of +/- greater than 10% to less than or equal to 25%
0.40 or Reject for deviation of +/- greater than 25%

* When the specification requirement is stated as a percentage, the test result deviation from the specification will be divided by the specification value. The resulting deviation percentage is then applied to the listed criteria.

(**Note 1**: Material not meeting a Pass/Fail requirement falls under the Pay Factor of 0.40 or Reject)
(**Note 2**: When more than one specified property exceeds specification tolerances, the single largest Pay Factor Reduction will be the one applied.)

When, on the basis of departmental testing and/or unacceptable workability in the field, it is determined that the liquid asphaltic material does not comply with the material or performance specifications of this contract, such material will be accepted or rejected in accordance with paragraphs 1, 2, 3, 4 and 5 below.

1. If the out of specification material is found to have a resultant pay factor of less than 1.0, it shall be rejected if not already used.

2. If the material is found to be out of specification, and the material has been used and it is determined by the receiving personnel that the resultant material can be used in some manner beneficial to the State, the pay factor for the material shall be determined on NDOT Quality Assurance Testing.

3. If 1) the material has been used and is found to be out of specification or 2) material that meets specifications but results in an unacceptable material after mixing and spraying, and it is determined by the receiving personnel that the resultant material cannot be us used in a manner beneficial to the State, the supplied material will be rejected, the Vendor will not be paid for the supplier material. The Vendor will be responsible to the Department of Transportation for the cost of any State-owned material that is determined unusable. This cost will be established by purchase order invoice amounts. The Vendor will be notified in writing within 21 working days of all such costs.

4. In addition to the material specifications, any mixing grade emulsion used in blade mixed windrow cold patching material must be formulated from a base asphalt that will result in a material suitable for patching. A" full load" test strip will be mixed and if following mixing it results in an unacceptable patching material the emulsion used will be rejected and paragraph (D) will apply. (See the paragraph on COLD MIX WINDROWS—MIX DESIGN below).

5. On-site filed samples received within 14 days of sampling, that demonstrate residue, water, and/or polymer separation prior to testing, not caused by freezing during transport, that cannot be made homogenous by the applicable AASHTO conditioning test procedure, cannot be tested. The material represented by the sample will be subject to a pay factor of 0.75 or rejection, dependent upon the degree of success of the field application.

The analysis of Liquid Asphalt Material by the Material and Research Division, Nebraska Department of Transportation, including NDOT referee testing policies, shall govern the rate of payment.

When an on-site sample from a transport demonstrates test results that incur a reduced pay factor, the process of resolving the degree of sample failure will include the following actions as applicable:

6. The Bituminous Lab will confirm sampling, handling, and custody of the sample.

7. If the Vendor wishes to dispute any test results, the Vendor can request referee testing. It is the sole responsibility of the Vendor to request referee testing. The request must be made to the Bituminous Lab with 96 hours of awareness of the test results. If a request is received within the time allotted, the Bituminous Lab will select an independent laboratory which will perform testing on the remainder of the sample. The identity of the independent laboratory will be revealed after referee testing is completed. Due to scheduling, logistics, workloads, etc., the request for referee testing is also affirmation and agreement that the testing may occur beyond the 14-day testing timeframe of the asphaltic emulsion specifications.

8. If the independent lab's tests indicate failing results and pay deductions equal to or greater than the NDOT's, the Vendor will reimburse the NDOT for the cost of the testing. If the independent lab's tests indicate that the material meets specification or is at a pay deduction less than the NDOT's, the NDOT will assume the cost of testing. When independent lab's tests indicate a pay deduction, the lesser of the NDOT's and independent lab's deductions will be applied.

The referee test methods of the asphaltic material shall follow AASHTO procedures. Where AASHTO procedures are not applicable, ASTM and other listed applicable test procedures shall be used.

ON-SITE PERSONNEL

The supplier shall furnish on-site personnel within any given 24-hour workday, at no additional cost to the State, to assist in the resolution of material problems, should they develop.

SPECIAL PROVISIONS
FOR LIQUID ASPHALT MATERIALS

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

A. QUALITY CONTROL (QC) PROGRAM CERTIFICATION BY NDOT

All Quality Control Programs must be approved/certified by NDOT prior to contract award.

Suppliers who do not have a current annual approval/certification from NDOT may submit a response to the Invitation to Bid but must complete certification prior to contract award.

If a Supplier's Quality Control Program has not been approved/certified by NDOT for the current year, the Supplier may submit their Quality Control Program documentation with the ITB response.

If the Supplier does not submit the Quality Control Program Documentation with the bid response, they will provide all documentation within ten business days of a written request. Time is of the essence for Supplier provision of documentation. Asad Sahak, (402) 479-3742 or Asadullah.sahak@nebraska.gov will be the contact for Supplier certification, after the Invitation to Bid has opened.

Suppliers making shipments of Liquid Asphalt Material to be used in Nebraska Highway Maintenance shall furnish their Quality Control (QC) Program to NDOT, Materials and Research Division, for annual approval, as a requirement for Supplier Certification. This QC program will include the types and frequency of sampling and testing for all products supplied. The QC program must state that all products supplied were tested in accordance with the QC program and conform to the State of Nebraska specifications. All terminals and locations covered by the QC program shall be listed. The QC program will include the names of supplier representatives authorized to sign the Certificates of Compliance, as well as the name and telephone number of the person responsible for quality control at the facility. The QC program shall provide an outline of the procedure to be followed for checking transport vehicles before loading to prevent contamination of shipments. The outline shall include a statement that the transport vehicle inspection report, signed by the responsible inspector, shall be maintained in the Supplier's records, and will be made available to the Department on request. The QC program will list alternative sampling methods from transports when sample valves as per AASHTO R66 paragraphs 8 or 10 (ASTM D 140 paragraph 10.1) are either not present, or are found to be non-functional.

Supplier shall state specific plans for notification to the Department when non-compliant material is discovered during or after shipment. The supplier shall not knowingly ship material that does not meet contract specifications.

State all other program requirements the Supplier deems necessary for their QC program, including but not limited to, what is required in this document. A recommendation is to follow AASHTO R26, Section 9, where applicable.

B. SUPPLIER CERTIFICATION

Division 1000 is amended to include the following:

Only Certified Suppliers will be allowed to supply materials outlined in this contract. For questions or information on Supplier Certifications contact Asad Sahak, (402) 479- 3742 or Asadullah.sahak@nebraska.gov.

NDOT Maintenance Staff will ship samples for testing based on current NDOT Sampling Guideline.

In cases of In-Line mixing intended for a single transport shipment of emulsion or cutback, a batch will be defined either as an initial formulation of the Contract product, or as well any subsequent formulation change(s) from the initial formulation, and not necessarily each individual transport.

The NDOT, for purposes of Quality Assurance, acceptance and pay factor determination, will be based on samples tested on transport delivered materials. Material shall be identified by Batches submitted and tested as stated below:

For each maintenance project, the Department will obtain a random field sample on each project location. Field samples will represent the transport they are taken from. The department may change the amount of field samples taken at any time on any project. Field samples are subject to the "Basis of Payment" section of this contract. At the department's discretion, failing field samples may also cause loss of Supplier Certification.

Random field samples shall be obtained by Department personnel trained and certified to do so. Failing test results

from field samples taken by uncertified personnel will not be used in determining pay factors, or in determining Supplier Certification status.

Frozen samples, or samples collected without following the proper NDOT sampling guidelines will not be tested for acceptance.

If Supplier de-certification occurs, a notification will be provided in writing. If the Supplier desires re-certification, documentation must be submitted to the Department explaining why decertification occurred, and what actions the Supplier has taken to correct the problems identified. Decisions regarding the future qualification for re-certification of a Supplier shall be at the Department's discretion.

C. CERTIFICATE OF COMPLIANCE TO ACCOMPANY SHIPMENTS

Suppliers making shipments of Liquid Asphalt Material to be used for purposes of this contract shall furnish a Certificate of Compliance to the Nebraska Department of Transportation for each truck load shipped.

The Certificate of Compliance shall contain the following information:

1. A statement by the supplier that the material shipped complies with the requirements of the contract specifications for the type and grade specified.

2. Gallon data for truck shipments based on the net weight. The gallons "@60°F" and/or Wt./Gal. "@60°F" will be displayed. Gallon Data will be used for reference only.

3. Gross, tare and net weight.

4. An authorized supplier employee shall sign the Certificate of Compliance

5. One copy of the Certificate of Compliance shall be sent with the shipment to the designated Representative of the Nebraska Department of Transportation, as shown on the shipping order. A Bill of Lading may serve as a Certificate of Compliance provided it contains all the information requested above.

D. COLD MIX WINDROWS – MIX DESIGN

When requested by the District Operations and Maintenance Manager or Maintenance Superintendent, the vendor will perform the following experimental mix design to determine the percent asphalt emulsion by dry weight of aggregate to be added to the windrow. Sample(s) of aggregate being proposed for use in the windrow will be supplied by the NDOT well in advance of delivery of the required mixing grade emulsion.

Dry all the aggregate samples and determine the emulsion that the customer would like to use.

Determine gradations of the aggregate and filler samples.

Determine the aggregate blend to use which shall be a dense graded sample with no greater than 15% passing the #200 sieve.

Prepare eight (8) samples of the aggregate blend determined in the previous step.

Add water to the aggregate blend samples to approximately 2% water content.

Determine the emulsion contents to use. Typically use 5% to 7% based on the weight of dry aggregate before the water was added or use a previously used percentage and 1% above and below this percentage.

Mix up two (2) samples for the emulsion contents determined in the previous step.

Compact the samples with the Marshall Hammer using fifty (50) blows per side. Extract the samples from the molds immediately.

Dry the samples in an oven at approximately 130 degrees "F" – 140 degrees "F" for approximately 48 hours.

Test the Marshall stability on the samples.

Based on the Marshall stability values and the visual appearance of the samples, determine the target emulsion content.

Every effort to communicate mix design requirements between the supplier and NDOT will be used to help insure that the proper materials and combined aggregate gradations are designed into all Cold Mix Windrow materials. Mix design test results will be provided by the supplier to the District Operations and Maintenance Manager.

E. **SPRAY APPLIED EMULSIONS FOR FOG SEALS**

Type CSS/SS-1H spray applied emulsions for use as fog seals will be formulated and/or diluted in such a manner as to expect the time to break to be 1 hour or less, at 60 degrees "F" and 40% humidity, following the spray application. The expected (reasonable) time to break will vary with changes in temperature and humidity.

Type CFS-1/FS-1 (fast set) spray applied emulsion shall be formulated for an accelerated breaking time as compared to the breaking time definition above.

CRS-2P 80/20 will be used on some selected fog seal projects, a conference call coordinated by the supplier with the district maintenance personnel and personnel from Materials and Research must be performed seven (7) days prior to application to discuss formulation and project application specifics.

Material upon arrival shall not exhibit signs of excessive foaming to the degree that transfer and/or application of the product is hampered.

When the supplier's material routinely fails to meet these requirements, it may be cause to suspend the use of the supplier's material until such time that the supplier can demonstrate compliance.

For fog seals produced by In-Line single transport mixing, refer to the "Supplier Certification" section of the Contract dedicated to Terminal In-Line mixing.

VI. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

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

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

"NO" response means the Vendor 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 Vendor'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 Vendor'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 ITB response. Any noncompliance may void your proposal. Non-compliance to any single specification can void your bid.
X			2. It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor.
X			3. No interpretation related to the meaning of ITB specifications or other pre-bid documents will be made orally to any Vendor by the State. Any ITB interpretation must be put in writing by the Vendor 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. MATERIAL SPECIFICATION

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Materials shall conform to Division 1000 of the Nebraska Department of Transportation Standard Specifications For Highway Construction 2017 Edition and their Special Provisions as amended in this specification for the following materials: CRS-2L, CRS-2P, CRS-2VHL, CSS-1H, CSS-1H 75/25, CSS-1H 50/50, SS-1H, SS-1H 75/25, SS-1H 50/50, CFS/FS-1, CMS-1, CMS-1W, MC-250, HFE-150, HFE-300, HFE-500, HFE-1000, HFMS-2L and HFMS-2P and CRS-2P 80/20.
X			2. Due to field samples being approximately one quart in volume, the AASHTO T 59 Sieve test, when tested by NDOT, will be run on a sample portion of less than the specified 1000 grams.

NOTES/COMMENTS:

D. SECTION 504 AND 513

YES	NO	NO & PROVIDE ALTERNATIVE		
X			1.	The Supplier at their option may supply either CSS-1H OR SS-1H when either CSS-1H or SS-1H is requested.
X			2.	The Supplier at their option may supply either CFS-1 or FS-1 when either CFS-1 or FS-1 is requested.
X			3.	The 50/50 rate of terminal-dilution of CSS-1H/SS-1H emulsified asphalt will be 1 part emulsified asphalt to part additional water. The percentage residue by distillation of the diluted emulsified asphalt is specified as 28.5% min. The Bill of Lading shall state the dilution rate.
X			4.	The 75/25 rate of terminal dilution of CSS-1H/SS-1H emulsified asphalt will be 75% emulsified asphalt and 25% additional water. The percentage residue by distillation of the diluted emulsified asphalt is specified as 42.7% min. The Bill of Lading shall state the dilution rate.
X			5.	The 80/20 rate of terminal dilution of CRS-2P emulsified asphalt will be 80% emulsified asphalt and 20% additional water. The percentage residue by distillation of the diluted emulsified asphalt is specified as 52% min. The Bill of Lading shall state that dilution rate.
X			6.	Field samples of diluted CSS-1H/SS-1H shall meet the requirements of NDOT Standard Specifications Subsections 1031.01 and 1032.01 with the exceptions of Saybolt Furol Viscosity, Storage Stability and Cement Mixing.
NOTES/COMMENTS:				

E. SECTION 515

YES	NO	NO & PROVIDE ALTERNATIVE		
X			1.	The temperature for all grades of emulsified asphalt used for Armor Coats being unloaded from truck transports shall be at a minimum of 160 degrees Fahrenheit upon arrival at the delivery site.
X			2.	NDOT random field samples of emulsion grades which have a softening point specification will set in a standard laboratory ambient environment (73 +/- 4° F) for a minimum of 1 day before being conditioned as per AASHTO T 59, paragraph 3.1. prior to testing. The softening point test will not be run until on at least the fourth day after sampling.
NOTES/COMMENTS:				

F. EMULSIFIED ASPHALT (CRS-2P AND CRS-2P 80/20

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. CRS-2P and CRS-2P 80/20 shall meet the specifications of AASHTO M-316 with the following changes: Penetration, 25°C (77°F), 100g, 5 sec 100-150 dmm Ductility, 25°C (77°F), 5 cm/min Min. 40cm Elastic Recovery (77°F), 5 cm/min Min. 55% Storage Stability See note "b" of AASHTO M 208 Sieve Test See note "b" of AASHTO M 208 Force Ratio Test Not Required Evaporation residue: Distillation will be used for residue percentage determination and all residue testing. The distillation will be taken to 350± 5°F, and held for 20 minutes and otherwise in accordance with AASHTO T 59. CRS-2P 80/20 must contain 80% of the minimum residue as required in standard CRS-2P.
X			2. Paragraph 3.1 of AASHTO M-316 is void and superseded by the following: 3.1 CRS-2P and CRS-2P 80/20 - A cationic emulsion made with base asphalt binder modified with styrene butadiene or styrene-butadiene styrene block copolymers. All base stock asphalt used must be modified before emulsification. CRS-2P and CRS-2P 80/20 shall contain no latex polymer.
NOTES/COMMENTS:			

G. SECTIONS 1031 AND 1032

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The minimum temperature for all grades of emulsified asphalt used in mixing windrows at the delivery site shall be 140 degrees "F".
X			2. Section 1031 is amended to include the following: An anti-strip agent shall be added to HFE-300, HFE-500, and HFE 1000 Emulsions at the rate of a minimum of.25% by total weight of emulsion.
X			3. Subsection 1031.02 is amended to include the following: Type HFE-500 shall be added to Table 1031.01. HFE-500 shall meet the requirements of HFE-1000 with the following exception: Viscosity by Vacuum Capillary Viscometer at 60 degrees "C", Poise, shall be 100-300. For the test of viscosity by Vacuum Capillary Viscometer of HFE-500 and FHE-1000, Cannon-Manning type will be used. The size selection will be determined by a flow time of closest to 60+ seconds.
X			4. Section 1032 is amended as follows: All references to Grade CM-4 are replaced as Grade CMS-1. Subsection 1032.02 is amended to include the following Emulsified Asphalt (CMS-1W) CMS-1W shall follow the requirements of Table 1032.01 with the following exception: Residue from distillation, Viscosity, Saybolt Furol, 82°C (180°F), sec, shall be min. 200 to max 400.
NOTES/COMMENTS:			

H. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
X			2. For products, locations, and estimated usage, please use (Attachment A) LIQUID ASPHALTIC MATERIALS ESTIMATATED USAGE AND ATTACHMENT B DISTRICT MAP.
NOTES/COMMENTS:			

I. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The vendor shall, upon request, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.
NOTES/COMMENTS:			

J. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Delivery required as requested on form.
X			2. At the time of delivery, a designated State employee will sign the "invoice/package slip". This signature will only indicate that the order has been received and that the items 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.
NOTES/COMMENTS:			

K. IDENTIFICATION OF TRUCK SHIPMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Supplier, from which truck shipments originate, shall identify each truck shipment by a number that shall apply only to that shipment. This number shall be shown on each copy of the certificate for the shipment.

X			License numbers of the trucks or truck numbers are not acceptable identification in themselves, since the same truck may make two or more trips during one day. Numbering system may be either a consecutive numbering system used by some suppliers for all truck shipments originating from their plant, regardless of destination, or a system or identification by weight ticket serial numbers. Regardless of the system used, it will be necessary to provide positive identification of each shipment on the applicable Certificate of Compliance or Bill of Lading.
NOTES/COMMENTS:			

L. DELIVERY LOCATIONS/INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY/INSTRUCTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Liquid Asphalt Materials shall be delivered by truck transports in quantities such that legal load limits will not be exceeded, approximately 5800 to 6000 gallons, and shall be hauled by truck transport in fully insulated tanks capable of maintaining required temperatures. The Vendor shall furnish a delivery receipt to receiving personnel with each load showing type and grade of material, net tons of material, the Vendor, and Supplier's name, source of material, destination of material, consignee, and purchase order number. In addition to the above information, the receiving personnel shall note on the delivery receipt the specified delivery time, actual arrival time, time unloading started, time unloading was completed; and whether the unloading pump was ordered or used. A copy of the completed delivery receipt will be sent or faxed to the Vendor. Supplier must supply a Safety Data Sheet (SDS). The SDS will be provided with the first load at the delivery point. The Vendor will be required to make delivery to roadway destinations or supply tanks Monday through Friday. The time of delivery will be specified when the order is placed. If the Contractor notifies the Department of Transportation of their inability to deliver the order as specified, or if the Vendor fails to deliver the order as specified, the State may procure the material from other sources and hold the Vendor responsible for any excess cost. In the event that the NDOT Materials and Research Division test results indicate a material consistently fails to meet specifications and referee testing confirms our test results or the Vendor fails to satisfactorily meet the delivery schedules for material, the state may cancel all or any part of the contract and obtain the required material elsewhere. The Vendor may expect at least an eighteen (18) hour notice prior to the specified hour the material is to be delivered, with the understanding that the State of Nebraska may cancel the order, with reasonable notice. The Vendor agrees that the applicable receiving personnel will be notified of any breakdown or other happenings, which will delay delivery.

X			Truck transport tanks and transfer lines shall be clean and free of residual build-ups, foreign materials, and other forms of contaminants that affect product performance, testing, or application in the field. Truck transport tanks shall have a sample valve attached that is in accordance with AASHTO Designation R66 Section 8.1, ASTM D 140, section 10, para. 10.1, or other NDOT-approved means for sampling as outlined in the Supplier's Quality Control program. Expected unloading time is defined as 3 hours. In cases where there are unloading delays beyond 3 hours and demurrage is to be charged, the Vendor shall furnish the Nebraska Department of Transportation with signed documents showing purchase order number, arrival and departure times, date, and charges for same. The receiving personnel shall sign documents.
NOTES/COMMENTS:			

M. ORDERS

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

N. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE		
X			2.	Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

NOTES/COMMENTS:
Jebro will not ship quantities less than 3000 gallons due to Quality Assurance issues.

O. QUALITY CONTROL PROGRAM CERTIFICATION STATUS AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Vendor has current 2022 NDOT certification/approval for Quality Control Program.
			2. Vendor does not have current NDOT 2022 certification approval but has submitted Quality Control Plan with bid response.
			3. Vendor has not submitted current 2022 Quality Control Plan with bid response but will submit upon written request to be considered for contract award.
NOTES/COMMENTS:			

P. PRICES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. 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 Invitation to Bid is cancelled. Prices submitted on the cost bid form shall remain fixed for the first one-hundred twenty (120) days of the contract. Any request for a price increase subsequent to the first one- hundred twenty (120) days must be submitted in writing to SPB a minimum of thirty (30) days prior to proposed effective date of the increase. Documentation may be required by the State to support the price increase. Prices shall be net, including transportation, unloading pump and delivery charges fully prepaid by the Bidder, F.O.B. Destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. The State will be given full proportionate benefit of any price decrease during the term of the contract. Vendor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Vendor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Vendor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Vendor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

X			Vendor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Vendor 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. Vendor 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.
NOTES/COMMENTS:			

Q. SUBSTITUTIONS

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

Form A
Vendor Contact Sheet
Invitation to Bid Number 6646 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	
- Vendor Name:	Jebro, Inc.
Vendor Address:	2303 Bridgeport Dr, Sioux City, IA 51111
Contact Person & Title:	Michael Spohr - Marketing Manager
E-mail Address:	mike.spohr@jebro.com
Telephone Number (Office):	712-234-2800
Telephone Number (Cellular):	712-253-2715
Fax Number:	712-277-8451

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	
Vendor Name:	Jebro, Inc.
Vendor Address:	2303 Bridgeport Dr, Sioux City, IA 51111
Contact Person & Title:	Michael Spohr - Marketing Manager
E-mail Address:	mike.spohr@jebro.com
Telephone Number (Office):	712-234-2800
Telephone Number (Cellular):	712-253-2715
Fax Number:	712-277-8451

ATTACHMENT A

ASPHALTIC ROAD OIL 2021 / 2022 SEASON ESTIMATES (11/02/2021)

DISTRICT	CRS-2P	GALLONS	TONS		DISTRICT	CRS-2P	GALLONS	TONS
1	Ashland	49,940	210.74		1			
1	Dwight	25,423	107.28		1			
1	David City	74,904	316.09		1			
1	Malcolm	11,479	48.44		1			
1	Malmo	19,855	83.78		1			
1	Seward	29,562	124.75		1			
1	Schuyler	47,439	200.19		1			
1	Dwight	87,762	370.35		1			
1	Hickman	75,734	320.00		1			
1	Friend	78,622	332.00		1			
1	Fairbury	83,220	367.00		1			
1	Beatrice	92,074	389.00		1			
1	Pawnee City	72,545	306.00		1			
1	Nebraska City	48,000	198.00		1			
1	Nebraska City	23,000	95.00		1			
1	Dawson	90,000	371.00		1			
1	Auburn	40,000	165.00		1			
1	Elk Creek	44,000	181.00		1			
1	Burr	29,000	120.00		1			
1	Steinauer	15,000	62.00		1			
1	Rulo	39,000	161.00		1			
1					1			
1					1			
		TOTAL	4528.62		1			
DISTRICT	CRS-2VHL	GALLONS	TONS		DISTRICT	CRS-2 STRAIGHT	GALLONS	TONS
1					1			
1					1			
1					1			
1					1			
1					1			
1					1			
DISTRICT	CSS-1H 50/50	GALLONS	TONS		DISTRICT	CSS-1H 75/25	GALLONS	TONS
1					1			
1					1			
1					1			
1					1			
1					1			
1					1			
DISTRICT	CSS-1H STRAIGHT	GALLONS	TONS		DISTRICT	HFE-150	GALLONS	TONS
1					1			
1					1			
1					1			
1					1			
DISTRICT	HFE-300	GALLONS	TONS		DISTRICT	HFE-1000	GALLONS	TONS
1					1			
1					1			
1					1			
1					1			
1					1			
1					1			
DISTRICT	MC-250	GALLONS	TONS		1			
1					1			
1					1			
1					1			
1					1			

ATTACHMENT A

ASPHALTIC ROAD OIL 2021 / 2022 SEASON ESTIMATES (11/02/2021)

DISTRICT	CSS-1H 50/50	GALLONS	TONS	DISTRICT	CSS-1H 75/25	GALLONS	TONS
2				2	Elkhorn	2000	8
2				2	(Plant Pick up)		
2				2			
2				2			
2				2			
2				2			

ATTACHMENT A

ASPHALTIC ROAD OIL 2021 / 2022 SEASON ESTIMATES 11/2/2021)

DISTRICT	CRS-2P	GALLONS	TONS
3	Tilden	85,414	360.50
3	Wausa	42,707	180.20
3	Santee	48,808	205.90
3	Royal	42,707	180.20
3	Jct 81/20	36,606	154.50
3	Emerson	13,750	60.00
3	Pender	44,950	190.00
3	Waterbury	36,200	150.00
3	Oakland	5,844	25.00
3	Lyons	20,100	85.00
3	Homer	23,063	97.00
3	Walthill	23,865	100.00
3	Waterbury	5,450	23.00
3	Lyons	46,000	196.19
3	Pilger	75,000	319.80
3	Pilger	37,000	157.80
3	Winside	56,000	236.60
3	Madison	38,000	162.00
3	Albion	44,430	185.00
3	Cedar Rapids	20,200	84.00
3	Columbus	51,000	212.50
3	Humphrey	27,000	113.00
3	Pilger	39,494	166.60
3	Madison	103,000	413.00
3	Schuyler	25,000	106.00
3	Belden	40,000	168.72
3	Newcastle	59,000	248.86
3	Wynot	57,000	240.47
3	Carroll	48,000	202.47
3	Wayne	45,000	189.81
3	Laurel	42,000	177.16
		Total	5391.28

DISTRICT	CRS-2VHL	GALLONS	TONS
3			
3			
3			
3			

DISTRICT	HFE-1000	GALLONS	GALLONS
3			
3			

DISTRICT	CSS-1H 50/50	GALLONS	TONS
3	Norfolk	4,800	20.50
3			
3			
3			
3			
3			

DISTRICT	CSS-1H STRAIGHT	GALLONS	TONS
3			
3			
3			
3			

DISTRICT	HFE-300	GALLONS	TONS
3			
3			
3			
3			
3			
3			

DISTRICT	MC-250	GALLONS	TONS
3			
3			

DISTRICT	CRS-2 STRAIGHT	GALLONS	TONS
3	Laurel	5000	21.3
3			
3			
3			
3			
3			

DISTRICT	CSS-1H 75/25	GALLONS	TONS
3			
3			
3			
3			
3			
3			

DISTRICT	HFE-150	GALLONS	TONS
3	Bloomfield	12,000	1430.00
3	Norfolk	2,400	10.20
		Total	1440.20

ATTACHMENT A

ASPHALTIC ROAD OIL 2021 / 2022 SEASON ESTIMATES (11/2/2021)

DISTRICT	CRS-2P	GALLONS	TONS		DISTRICT	CRS-2P	GALLONS	TONS
4	Geneva		600.00					
4	Hebron		600.00					
4	Osceola		160.00					
4	York		450.00					
4	Aurora		325.00					
4	Hastings		65.00					
4	Red Cloud		250.00					
4	Superior		145.00					
4	Kearney West		606.00					
4	Grand Island		654.00					
4	Ravenna		534.00					
4	Kearney I-80		242.00					
4	St Paul		228.00					
4	Ord		1392.00					
4	Loup City		135.00					
4	Fullerton		76.00					
4	Greeley		494.00					
4	Central City		532.00					
		Total	**7488.00**					
DISTRICT	**CRS-2VHL**	**GALLONS**	**TONS**		**DISTRICT**	**CRS-2 STRAIGHT**	**GALLONS**	**TONS**
4					4			
4					4			
4					4			
4					4			
4					4			
4					4			
DISTRICT	**CSS-1H 50/50**	**GALLONS**	**TONS**		**DISTRICT**	**CSS-1H 75/25**	**GALLONS**	**TONS**
4					4			
4					4			
4					4			
4					4			
4					4			
4					4			
DISTRICT	**CSS-1H STRAIGHT**	**GALLONS**	**TONS**		**DISTRICT**	**HFE-150**	**GALLONS**	**TONS**
4					4			
4					4			
4					4			
4					4			
DISTRICT	**HFE-300**	**GALLONS**	**TONS**		**DISTRICT**	**HFE-1000**	**GALLONS**	**TONS**
4	Loup City		150.00		4			
4	Greeley		150.00		4			
		Total	**300.00**					
DISTRICT	**MC-250**	**GALLONS**	**TONS**		4			
4	Loup City		25.00		4			
		Total	**25.00**					

ATTACHMENT A

ASPHALTIC ROAD OIL 2020/2022 SEASON ESTIMATES (11/2/2021)

DISTRICT	CRS-2P	GALLONS	TONS		DISTRICT	CRS-2P	GALLONS	TONS
5	530 - Sidney	36,251	154.07		5			
5	530 - Bushnell	31,276	132.9		5			
5	530 - Lisco	59,793	254.12		5			
5					5			
		Total	**541.09**					
DISTRICT	**CRS-2VHL**	**GALLONS**	**TONS**		**DISTRICT**	**CRS-2 STRAIGHT**	**GALLONS**	**TONS**
5	510 - Hay Springs	72,600	306.7					
5	Hemingford	59,800	252.7					
5	Rushville	43,900	18555.5					
5	510 - Chadron	47,200	199.4		5			
5	522 - Bridgeport	98,871	417.73		5			
5	524 - Gering	156,874	666.71		5			
5	514 - Alliance	19,322	82.12		5			
		Total	**20480.86**					
DISTRICT	**CSS-1H 50/50**	**GALLONS**	**TONS**		**DISTRICT**	**CSS-1H 75/25**	**GALLONS**	**TONS**
5	510 Plant pick-up	3,600	15.336					
5	520 Plant pick-up	3,000	12.78					
		Total	**28.116**					
DISTRICT	**CSS-1H STRAIGHT**	**GALLONS**	**TONS**		**DISTRICT**	**HFE-150**	**GALLONS**	**TONS**
5								
5								
5								
5								
DISTRICT	**HFE-300**	**GALLONS**	**TONS**		**DISTRICT**	**HFE-1000**	**GALLONS**	**TONS**
5					5			
5					5			
5					5			
5					5			
5					5			
5					5			
DISTRICT	**MC-250**	**GALLONS**	**TONS**		5			
5	D5	600	2.4		5			
		Total	2.4					

ATTACHMENT A

ASPHALTIC ROAD OIL / 2022 SEASON ESTIMATES

DISTRICT	CRS-2P	GALLONS	TONS
6	Gothenburg	98,466	415.50
6	Brady	14,158	59.70
6	North Platte	12,000	50.61
6	Lewellen	100,000	422.00
6	Anselmo	138000.0	580.00
6	Arnold	110400.0	465.00
6	Oconto	82790.0	349.00
6	Thedford	126,720	535
6	Thedford	91,520	386.00
6	Arthur	23,654	100.00
6	Hyannis	140,800	594.00
6	Mullen	33,792	143.00
6	Ashby	1,173	5.00
		TOTAL	4104.81

DISTRICT	CRS-2VHL	GALLONS	TONS

DISTRICT	CSS-1H 50/50	GALLONS	TONS
6	Paxton	2,500	10.65
6	Maxwell	3,500	14.91
6	North Platte	12,000	51.12
		TOTAL	76.68

DISTRICT	CSS-1H STRAIGHT	GALLONS	TONS

DISTRICT	HFE-300	GALLONS	TONS
6	Sutherland	18,000	73.00
6	North Platte	18,000	73.00
6	Dickens	36,000	146.00
6	Anselmo	12,000	50.10
6	TRYON	12,000	50.00
6	STAPLETON	12,000	50.00
6	STAPLETON	12,000	50.00
6	ARTHUR	12,000	50.00
6	ARTHUR	12,000	50.00
6	MULLEN	12,000	50.00
6	MULLEN	12,000	50.00
		TOTAL	692.10

DISTRICT	MC-250	GALLONS	TONS
6	North Platte	5,000	20.28
6	Mullen	18,000	73.00
		TOTAL	93.28

DISTRICT	CRS-2P	GALLONS	TONS

DISTRICT	CRS-2 STRAIGHT	GALLONS	TONS

DISTRICT	CSS-1H 75/25	GALLONS	TONS
6	Gothenburg	26,522	111.92
6	Gothenburg	41,238	174.02
6	Overton	12,263	51.74
6	Cozad	11,264	47.53
6	Lewellen	71,000	302.46
6	Roscoe to Paxton	27,000	115.02
6	Anselmo	36200.0	154.0
6	Arnold	28900.0	123.0
6	Oconto	21700.0	92.00
6	Dunning	16350.0	70.00
6	ARTHUR	12,000	50.00
6	ARTHUR	12,000	50.00
6	MULLEN	12,000	50.00
6	MULLEN	12,000	50.00
		TOTAL	1441.69

DISTRICT	HFE-150	GALLONS	TONS

DISTRICT	HFE-1000	GALLONS	TONS

ATTACHMENT A

ASPHALTIC ROAD OIL 2021 / 2022 SEASON ESTIMATES (11/2/2022)

DISTRICT	CRS-2P	GALLONS	TONS		DISTRICT	CRS-2P	GALLONS	TONS
7	Elwood	140,546	593.00		7			
7	Franklin	120,186	507.00		7			
7	Minden	107,571	453.00		7			
7	Benkelman	35,704	150.00		7			
7	Imperial	47,860	201.00		7			
7	Madrid	98,063	413.00		7			
7	McCook	58,265	245.00		7			
7	Hayes Center	81,861	345.00		7			
		Total	**2907.00**					
DISTRICT	**CRS-2VHL**	**GALLONS**	**TONS**		**DISTRICT**	**CRS-2 STRAIGHT**	**GALLONS**	**TONS**
7					7			
7					7			
7					7			
7					7			
7					7			
7					7			
DISTRICT	**CSS-1H 50/50**	**GALLONS**	**TONS**		**DISTRICT**	**CSS-1H 75/25**	**GALLONS**	**TONS**
7	Benkelman	5,755	24.00		7			
7	McCook	15,333	65.00		7			
		Total	**89.00**					
DISTRICT	**CSS-1H STRAIGHT**	**GALLONS**	**TONS**		**DISTRICT**	**HFE-150**	**GALLONS**	**TONS**
7	Holdrege	6,000	25.56		7			
7	Imperial	6,000	25.00		7			
		Total	**50.56**					
DISTRICT	**MC-250**	**GALLONS**	**TONS**		7			
7					7			
7					7			
7					7			
7					7			

ATTACHMENT A

ASPHALTIC ROAD OIL 2021/2022 SEASON ESTIMATES (11/2/2021)

DISTRICT	CRS-2P	GALLONS	TONS
8	Springview	41,340	175.00
8	Newport	40,550	171.00
8	Stuart-O`Neill	1,750,000	875.00
8	Ewing	30000.00	125.00
8	N Butte	30000.00	125.00
8	Butte	6000.00	25.00
8	Burwell	30000.00	125.00
8	Chambers	35000.00	150.00
8	Burwell	41500.00	175.00
8	Valentine	39,048	164.00
8	Valentine	27,033	114.00
8	Valentine	23,770	100.00
		Total	**2324.00**

DISTRICT	CRS-2P	GALLONS	TONS
8			
8			
8			
8			
8			
8			
8			
8			
8			
8			
8			
8			

DISTRICT	CRS-2VHL	GALLONS	TONS
8			

DISTRICT	CRS-2 STRAIGHT	GALLONS	TONS
8			

DISTRICT	CSS-1H 50/50	GALLONS	TONS
8			
8			
8			
8			
8			
8			

DISTRICT	CSS-1H 75/25	GALLONS	TONS
8	Springview	155	65
8	Newport	152	64
8	Valentine	21120	90.0
8	Valentine	12672	53.0
8	Valentine	12856	55.0
		Total	**327.00**

DISTRICT	CSS-1H STRAIGHT	GALLONS	TONS
8			
8			

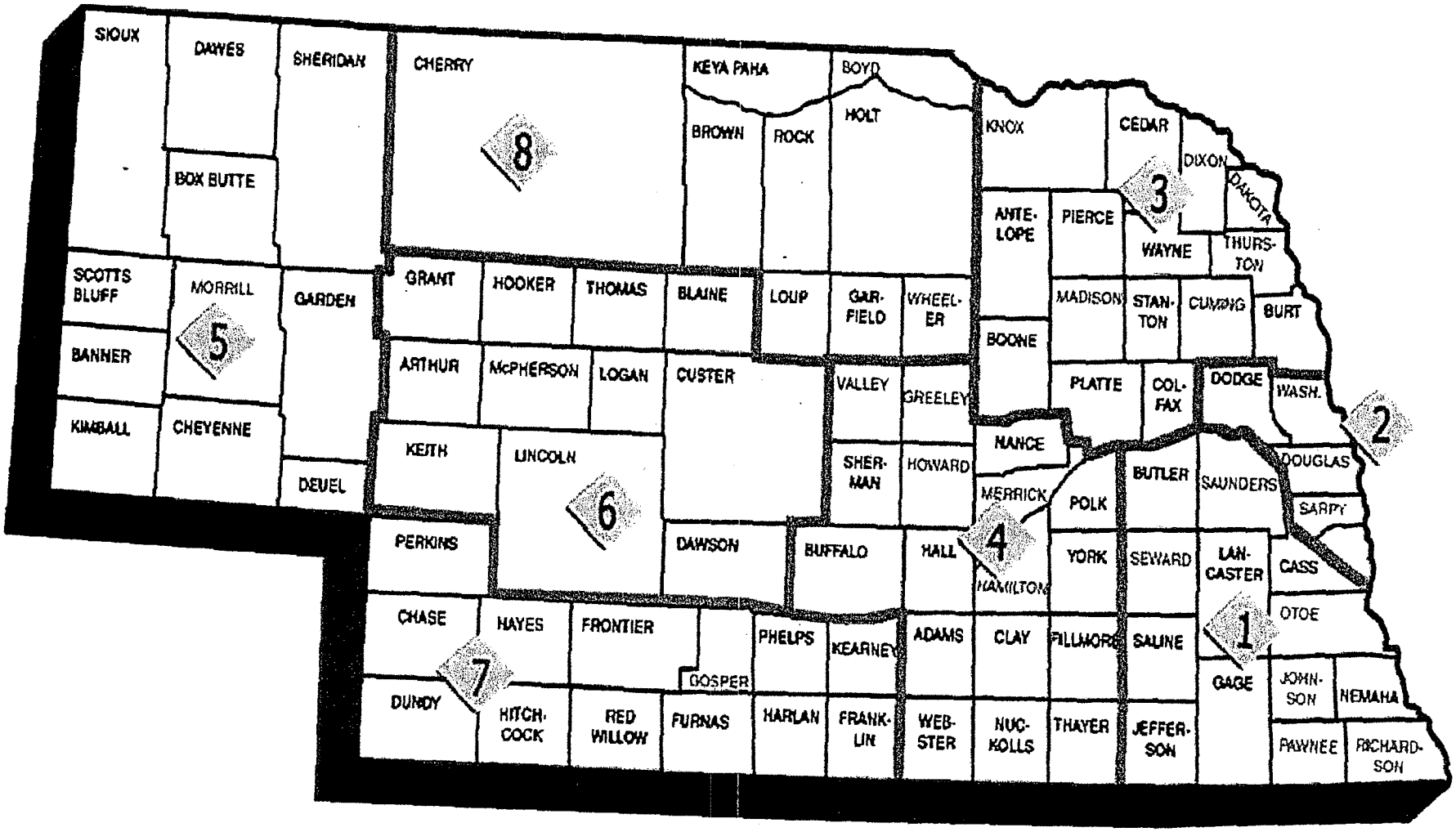
DISTRICT	HFE-150	GALLONS	TONS
8	**Ainsworth**	**5,000**	**21.00**
		Total	**21.00**

DISTRICT	HFE-300	GALLONS	TONS
8	O`Neill	12,000	50.00
8	Naper	6,000	25.00
8	Spencer	12,000	50.00
8	Burwell	12,000	50.00
8	Bartlett	12,000	50.00
8	Valentine	12,000	50.00
8	Merriman	12,000	50.00
8	Nenzel	6,000	25.00
8	Sparks	6,000	25.00
		Total	**375.00**

DISTRICT	HFE-1000	GALLONS	TONS
8	Valentine	6,000	25.00
8	Merriman	6,000	25.00
		Total	**50.00**

DISTRICT	MC-250	GALLONS	TONS
8	Valentine	4,500	18.00
		Total	**18.00**

ATTACHMENT B



Revised Attachment C

DISTRICT	MATERIAL	TONS REC'D
1	CRS-2P	4424.39
1	CSS-1H (50-50)	78.59
2	CSS-1H (75-25)	4.21
2	CRS-2P	78.52
3	HFE-150	32.82
3	CRS-2 (STRAIGHT)	29.76
3	CRS-2P	2185.95
3	CSS-1H	2.98
4	HFE-300	568.07
4	CRS-2P	5145.71
5	CRS-2VHL	1621.93
5	CSS-1H (50-50)	14.21
5	SS-1H (50-50)	9.25
6	HFE-300	668.71
6	CRS-2P	3055.66
6	MC-250	25.52
6	CSS-1H (50-50)	650.14
7	CRS-2P	1967.74
7	HFE-300	53.41
7	CSS-1H(STRAIGHT)	35.99
8	CRS-2P	3051.44
8	HFE-150	19.46
8	HFE-300	182.62
8	CSS-1H (75-25)	164.79
8	HFE-1000	26.97
8	MC-250	15.41

ADDENDUM ONE
QUESTIONS and ANSWERS
6646 OF

Date: 06/02/21

To: All Bidders

From: Brenda Sensibaugh, Procurement Contract Officer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Invitation to Bid (ITB) Number 6646 OF for Liquid Asphaltic Materials to be opened on (DATE) at 2:00 p.m. Central Time

Following are the questions submitted and answers provided for the above-mentioned Invitation To Bid. The questions and answers are to be considered as part of the Invitation To Bid. It is the Bidder's responsibility to check the SPB website for all Addenda or Amendments.

Question Number	ITB Section Reference	ITB Page Number	Question	State Response
1			What were the actual tonnages used in 2021 by Product and by District	Refer to Attachment C (Addendum)
2			Attachment A only provided a Summary of Quantities for each District. Could you provide product volumes by locations (nearest town) for each District so we could more accurately predict the average freight/delivery costs	Refer to Attachment C (Addendum)
3			Are District 3 and District 4 tonnages for CRS2P accurate? Historically District only takes around 3000 tons per year; 34,670 tons seems unrealistic. An accurate tonnage volume helps us manage our risk for this bid	• District 3 – Revised to 5392 Tons from 34,670 Tons. • District 4 - Confirmed estimated usage as accurate.

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

ADDENDUM TWO
6646 OF

Date: 2-4-22

To: All Bidders

From: Brenda Sensibaugh, Procurement Contract Officer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Invitation to Bid (ITB) Number 6646 OF for Liquid Asphaltic Materials to be opened on February 17, 2022 at 2:00 p.m. Central Time

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This addendum is to add Attachment C.

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

ADDENDUM THREE
QUESTIONS and ANSWERS
6646 OF

Date: 02/08/21

To: All Bidders

From: Brenda Sensibaugh, Procurement Contract Officer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Invitation to Bid (ITB) Number 6646 OF for Liquid Asphaltic Materials to be opened on (DATE) at 2:00 p.m. Central Time

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Following are the questions submitted and answers provided for the above-mentioned Invitation To Bid. The questions and answers are to be considered as part of the Invitation To Bid.

Attachment A and C are hereby removed and replaced.

It is the Bidder's responsibility to check the SPB website for all Addenda or Amendments.

Question Number	ITB Section Reference	ITB Page Number	Question	State Response
1			Question #1 referred to the tonnage shipped by District and by Product in 2021. The Attachment C shows volumes that are not even close to accurate in District 1, 3, and 8 which we supplied. It showed 893.83 tons in District 1 when they actually took 4,424.39 tons of CRS2P. District 3 shows 698.30 tons taken when 2,185.95 tons shipped of CRS2P. In District 8 it shows 439.76 tons taken when 3,051.44 tons actually shipped. What were the actual tons taken in each District by Product for 2021?	See Revised Attachment C
2			Question #2 was referring to the expected locations for tons by District by Product (nearest town) for this bid in 2022. This allows the Vendors to calculate the weighted freight costs for each line item. This reduces the risk to each Vendor by allowing them to know	Please see Section VI, H, 1 Annual usage figures provided are estimates and are not to be construed as either a min. or max. purchase quantity. The orders shall be for the actual quantities of each item

			accurate Freight Costs to include in the bid. These 2022 locations by District and by Product were not given in Attachment C as indicated.	ordered by or for any agency during the life of contract. For estimated usage, please see revised Attachment A.

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

ADDENDUM FOUR, REVISED SCHEDULE OF EVENTS

Date: February 16, 2022

To: All Bidders

From: Brenda Sensibaugh, Buyer
AS Materiel Purchasing

RE: Addendum for ITB 6646 OF to be opened February 25, 2022 at 2:00 p.m. Central

Schedule of Events

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

Attachment A is here removed and revised.

	ACTIVITY	DATE/TIME
1.	Release *ITB*	1-18-22
2.	Last day to submit written questions Upload electronic Question submissions via ShareFile link: https://nebraska.sharefile.com/r-re9d917a187b54705850aaea104c7fcae	2-2-22
3.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	2-7-22
4.	**Electronic Bid Opening** **6646 OF Liquid Asphaltic Materials** Upload electronic Bid submissions via ShareFile link: https://nebraska.sharefile.com/r-ra0bdf8bc59ec42d2a3e34a7159f808e7 Join Zoom Meeting https://us02web.zoom.us/j/2629176739?pwd=NkhobXNpOU94UmFmTG1wYmJqTXhpUT09 Meeting ID: 262 917 6739 Zoom	~~2-17-22~~ 2-25-22 2:00 PM Central Time
5.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD

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

STATE OF NEBRASKA

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

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the State of Nebraska, do hereby certify that

JEBRO INCORPORATED

a Iowa corporation is authorized to transact business in Nebraska;

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

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

that a Certificate of Withdrawal has not been filed.

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

In Testimony Whereof,

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

January 20, 2022

Secretary of State

Verification ID d5c6c9c has been assigned to this document. Go to ne.gov/go/validate to validate authenticity for up to 12 months.