

State of Nebraska - INVITATION TO BID CONTRACT

Date	12/6/23	Page	1 of 4
Solicitation Number	6845 OF		
Opening Date and Time	02/13/24	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.

X 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 Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for two (2) additional three (3) month periods when mutually agreeable to the vendor and the State of Nebraska.

(BT 12/06/23)


INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	DISTRICT 1 SURFACING GRAVEL PAWNEE CITY HWY 65 MP 7.5	1,500.0000	TN	_____	_____
2	DISTRICT 3 ARMORCOAT GRAVEL HWY 32 RP 68.5	2,400.0000	TN	_____	_____
3	DISTRICT 3 ARMORCOAT GRAVEL	1,200.0000	TN	_____	_____

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 100 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 60 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here 
 (Authorized Signature Mandatory – Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR# # 505482
 VENDOR: ED Broadfoot & Sons Sand & Gravel
 Address: 290 Kanner Ave. So. P.O. Box 1338
Kearney, NE 68848

Contact Ryan E. Broadfoot
 Telephone 308-237-0416
 Email ed.broadfootandsons@outlook.com

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	HWY 98 RP 1				
4	DISTRICT 3 ARMORCOAT GRAVEL HWY RP 141.3	600.0000	TN	_____	_____
5	DISTRICT 3 ARMORCOAT GRAVEL HWY 32 RP 100.8	600.0000	TN	_____	_____
6	DISTRICT 3 ARMORCOAT GRAVEL HWY 94 RP 11.75	2,900.0000	TN	_____	_____
<u>7</u>	DISTRICT 4 WINDROW GRAVEL ROCKVILLE SITE 403 HWY 58 MM 29.18	1,360.0000	TN	<u>26.08</u>	<u>\$35,468.80</u>
8	DISTRICT 4 WINDROW GRAVEL LOUP CITY SITE 418 HWY 92 MM 320.15	860.0000	TN	<u>27.26</u>	<u>\$23,443.60</u>
<u>9</u>	DISTRICT 4 WINDROW GRAVEL RAVENNA YARD 42775 HWY 2	320.0000	TN	<u>22.23</u>	<u>\$7,113.60</u>
10	DISTRICT 6 WINDROW GRAVEL DICKENS SITE 611 HWY 23 MP 57	2,000.0000	TN	_____	_____
11	DISTRICT 6 WINDROW GRAVEL SUTHERLAND SITE 603 HWY 30 MP 104	1,000.0000	TN	_____	_____
12	DISTRICT 6 WINDROW GRAVEL NO PLATTE NORTH SITE 602 HWY97 MP 9	1,500.0000	TN	_____	_____
13	DISTRICT 6 WINDROW GRAVEL HWY 21 MP 68 SITE 635 BROKEN BOW SOUTH	700.0000	TN	_____	_____
14	DISTRICT 6 WINDROW GRAVEL HWY 183 MP 89 SITE 638 ANSLEY NORTH	700.0000	TN	_____	_____
15	DISTRICT 6 WINDROW GRAVEL SITE 603 HWY 92 MP 205 AREA 650 TYRON WEST	660.0000	TN	_____	_____

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
16	DISTRICT 6 WINDROW GRAVEL SITE 604 HWY 2 MP 176 AREA 650 MULLEN WEST	660.0000	TN	_____	_____
17	DISTRICT 6 WINDROW GRAVEL SITE 619 HWY 61 MP 126 AREA 650 ARTHUR NORTH	660.0000	TN	_____	_____
18	DISTRICT 6 WINDROW GRAVEL SITE 621 HWY 92 MP 175 AREA 650 ARTHUR EAST	660.0000	TN	_____	_____
19	DISTRICT 6 DEICING GRAVEL SUTHERLAND YARD 63600 921 NO HWY 25	1,000.0000	TN	_____	_____
20	DISTRICT 6 DEICING GRAVEL ANSLEY YARD 63100	1,500.0000	TN	_____	_____
21	DISTRICT 6 DEICING GRAVEL OCONTO YARD 63700	1,500.0000	TN	_____	_____
22	DISTRICT 6 DEICING GRAVEL BROKEN BOW STOCKPILE WEST	1,500.0000	TN	_____	_____
23	DISTRICT 8 ARMORCOAT GRAVEL AINSWORTH 736 E 4TH AINSWORTH	3,700.0000	TN	_____	_____
24	DISTRICT 8 ARMORCOAT GRAVEL BURWELL	2,400.0000	TN	_____	_____
25	DISTRICT 8 ARMORCOAT GRAVEL SCALE HWY 20 & 275 JCT	2,000.0000	TN	_____	_____
26	DISTRICT 8 ARMORCOAT GRAVEL HWY 61 APPROXIMATELY 47 MILES S. OF MERRIMAN	2,000.0000	TN	_____	_____
27	DISTRICT 8 WINDROW GRAVEL SITE 824 HWY 12 RP 102	350.0000	TN	_____	_____
28	DISTRICT 8 WINDROW GRAVEL SITE 812 HWY 281 RP 212	700.0000	TN	_____	_____

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
29	DISTRICT 8 WINDROW GRAVEL HWY 20 APPROX 1M W OF MERRIMAN	1,800.0000	TN	_____	_____
30	DISTRICT 8 WINDROW GRAVEL HWY 20 APPROX 5M SE OF VALENTN	1,800.0000	TN	_____	_____
31	DISTRICT 8 WINDROW GRAVEL HWY 20 APPROX 3M W OF NENZEL	600.0000	TN	_____	_____
32	DISTRICT 8 WINDROW GRAVEL HWY 12 APPROXIMATELY 19M EAST OF VALENTINE	600.0000	TN	_____	_____
33	DISTRICT 8 DEICING GRAVEL 2 MI. N OF SPENCER HWY 281	700.0000	TN	_____	_____
34	DISTRICT 8 DEICING GRAVEL NAPER YARD	500.0000	TN	_____	_____
35	DISTRICT 8 DEICING GRAVEL MERRIMAN YARD	1,000.0000	TN	_____	_____
36	DISTRICT 8 DEICING GRAVEL VALENTINE SOUTH YARD	1,000.0000	TN	_____	_____
37	ARMORCOAT ALTERNATE LOCATION PRICE PER TON PER MILE	200.0000	TN	_____	_____
38	SURFACE GRAVEL ALT LOCATION PRICE PER TON PER MILE	200.0000	TN	_____	_____
39	WINDROW GRAVEL ALT LOCATION PRICE PER TON PER MILE	200.0000	TN	\$0.25/Ton mile	_____
40	DEICING GRAVEL ALT LOCATION PRICE PER TON PER MILE	20.0000	TN	_____	_____

**State of Nebraska (State Purchasing Bureau)
INVITATION TO BID FOR COMMODITIES CONTRACT**

INVITATION TO BID NUMBER	RELEASE DATE
ITB 6845 OF	January 19, 2024
OPENING DATE AND TIME	PROCUREMENT CONTACT
February 13, 2024, 2:00 p.m. Central Time February 12, 2024, 2:00 p.m. Central Time	Brenda Sensibaugh

**PLEASE READ CAREFULLY
SCOPE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6845 OF for the purpose of selecting a qualified Contractor to provide **Armor Coat Gravel, Deicing Gravel, Windrow Gravel, And Surfacing Gravel** for Nebraska Department of Transportation (NDOT) area locations throughout the State of Nebraska. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Contractor. The Contract includes the option to renew for two (2) additional three (3) month periods upon mutual agreement of the Parties.

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

<https://das.nebraska.gov/materiel/bidopps.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Contractor's bid or response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

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

These postings will include the entire bid or response. Bidders 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 file named conspicuously as "PROPRIETARY INFORMATION." The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld 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 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 Invitation to Bid 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 Invitation to Bid, specifically waives any copyright or other protection the contract, bid, or response to the Invitation to Bid may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this Invitation to Bid, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the Invitation to Bid being found non-responsive and rejected.

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

VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS

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

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

"NO" response means the Contractor cannot meet this condition and will not be considered.

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

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid 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 Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel whether or not they may be specifically mentioned below.

All items bid shall conform to section 1033 in the 2007 Nebraska Department of Transportation Standard Specifications for highway construction and special provisions as specified in these bid documents.

<https://dotstore.nebraska.gov/storefront/Store.aspx>

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 solicitation response. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
X			2. It is the responsibility of Contractors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Contractor.
X			3. No interpretation related to the meaning of solicitation specifications or other pre-bid documents will be made orally to any Contractor by the State. Any solicitation interpretation must be put in writing by the Contractor to: the State Purchasing Bureau, email questions to SPB. as.materieelpurchasing@nebraska.gov by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. TECHNICAL SPECIFICATIONS: ARMOR COAT GRAVEL

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

End of Armor Coat Gravel Specifications

D. TECHNICAL SPECIFICATION: DEICING GRAVEL

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

End of Deicing Gravel Specifications

E. MATERIAL SPECIFICATIONS: WINDROW GRAVEL

YES	NO	NO & PROVIDE ALTERNATIVE	MATERIAL SPECIFICATION: FOR WINDROW GRAVEL												
X			<p>1. Material shall conform to Section 1033. In addition, Table 1033 is amended as follows:</p> <p style="text-align: center;">Windrow Gravel Gradation Limits</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Sieve Size</th> <th>Percent Passing</th> </tr> </thead> <tbody> <tr> <td>3/4"</td> <td>100</td> </tr> <tr> <td>#4</td> <td>77 - 97</td> </tr> <tr> <td>#10</td> <td>50 - 70</td> </tr> <tr> <td>#30</td> <td>16 - 40</td> </tr> <tr> <td>#200</td> <td>0 - 3</td> </tr> </tbody> </table>	Sieve Size	Percent Passing	3/4"	100	#4	77 - 97	#10	50 - 70	#30	16 - 40	#200	0 - 3
Sieve Size	Percent Passing														
3/4"	100														
#4	77 - 97														
#10	50 - 70														
#30	16 - 40														
#200	0 - 3														
NOTES/COMMENTS:															

F. MATERIAL DURABILITY SPECIFICATIONS: WINDROW GRAVEL

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

End of Windrow Gravel Specifications

G. MATERIAL SPECIFICATIONS: SURFACING GRAVEL

YES	NO	NO & PROVIDE ALTERNATIVE	MATERIAL SPECIFICATION: FOR SURFACING GRAVEL										
X			<p>1. Material shall conform to Section 1033. In addition, Table 1033.07 is amended as follows:</p> <p style="text-align: center;">Surfacing Gravel Gradation Limits</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Sieve Size</th> <th>Percent Passing</th> </tr> </thead> <tbody> <tr> <td>1"</td> <td>100</td> </tr> <tr> <td>#4</td> <td>60 - 95</td> </tr> <tr> <td>#10</td> <td>0 - 30</td> </tr> <tr> <td>#200</td> <td>0 - 6</td> </tr> </tbody> </table>	Sieve Size	Percent Passing	1"	100	#4	60 - 95	#10	0 - 30	#200	0 - 6
Sieve Size	Percent Passing												
1"	100												
#4	60 - 95												
#10	0 - 30												
#200	0 - 6												
NOTES/COMMENTS:													

End of Surfacing Gravel Specifications

ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Contractor shall not impose minimum order requirements.
X			2. See ITB 6845 OF for estimated usage for Armor Coat Gravel, Deicing Gravel, Windrow Gravel and Surfacing Gravel. Pricing should be entered into 6845 OF.
NOTES/COMMENTS:			

H. USAGE REPORT

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

I. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Deliveries of Armor Coat Gravel, Deicing Gravel, Windrow Gravel, And Surfacing Gravel shall be made within 15 business days from the date of order to complete an average of at least 500-ton mix site and sixty (60) business days to complete and average 3000-ton stockpile.
X			2. Deliveries shall be made between the hours of 8:00 A.M. and 4:00 P.M., Monday thru Friday (excluding State of Federal holidays or as otherwise directed). If an emergency arises delivery arrangements will be scheduled by the facility/location personnel who placed the order and/or receiving personnel.
X			3. There will be no minimum order requirements. If delays in delivery are anticipated, the Vendor will immediately notify NDOT of the expected delivery date. The order may be cancelled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Vendor will be held responsible for any/all excess cost.
X			4. At the time of delivery, a designated State employee will sign the "invoice/packing 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:			

J. DELIVERY LOCATIONS / INSTRUCTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Please refer to ITB 6845 OF for a listing of multiple delivery locations for Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel
X			2. Deliveries of Armor Coat Gravel, Deicing Gravel, Windrow Gravel and Surfacing Gravel shall be FOB Destination and shall be made to either state maintenance yards or designated roadside mix sites as requested by area Supervisors or Superintendents specified in the ITB
NOTES/COMMENTS:			

K. DELIVERY PROCESS AND INSTRUCTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Delivery requirements for Armor Coat Gravel, Deicing Gravel, Windrow Gravel And Surfacing Gravel, will be indicated at the time the order is placed
X			2. Armor Coat Gravel, Deicing Gravel, Windrow Gravel And Surfacing Gravel must sit a minimum of 3 days to allow excess moisture to drain off prior to Vendor hauling to either mix sites or stockpiles.
X			3. Stamped weight tickets from a certified scale will be required for each load hauled. Vendors must furnish copies of weight tickets or itemized load sheets to the Maintenance Superintendent's office in order to obtain payment. If a certified scale is not accessible, Vendor must obtain advance written approval from the district operations maintenance manager (DOMM) or their designee for the use of detailed truck sketches before sketches will be accepted/allowed.
X			4. If truck sketches are approved by DOMM, a factor of 1.3 tons/cubic yard. shall be used to calculate the amount in tons. In addition, a copy of each sketch must be submitted to the Maintenance Superintendent. If more than one truck is used, Vendor must have a numbering system, (i.e. truck #1, #2, #3 etc.). An itemized list showing number of loads hauled per day, per unit, must be submitted

X			<p>5. Armor Coat Gravel, Deicing Gravel, Windrow Gravel, And Surfacing Gravel will be sampled in increments representing 200 tons.</p> <p>a. When gravel does not meet gradation requirements of Section 1033 as amended elsewhere in this contract, the vendor will be given notice to stop all further delivery of material. The remainder of the contract may be canceled at the option of the State of Nebraska.</p> <p>b. The Vendor will not resume material delivery until written notice has been given by the State of Nebraska unless and until it has received credible written assurance that corrective action has been taken to ensure that future delivered gravel will meet the gradation requirements. Approval to resume delivery will be issued from the District Engineer or their designee of the district wherein the delivery site is located.</p> <p>c. Delivered Armor Coat Gravel, Deicing Gravel, Windrow Gravel, And Surfacing Gravel not meeting gradation provisions required will be removed by the Vendor under the direction of the District at no additional cost to the State of Nebraska Department of Transportation.</p> <p>d. Additionally, if the Vendor fails to meet gradation requirements, the State may procure the material from other sources and hold the Vendor responsible for any excess cost.</p>
NOTES/COMMENTS:			

L. DELIVERY FOR ALTERNATIVE LOCATIONS, FREIGHT FACTOR INCREASE/DECREASE ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. In the event delivery locations change or additional locations may be needed during the term of the contract that were not included in original Invitation to Bid (ITB), please include a price per ton-mile for freight to add for greater distance or subtract for closer delivery locations. The state (NDOT) will select the overall lowest priced Vendor for alternate or additional locations based on the bid price of nearby locations plus or minus the freight cost using the delivery cost per ton mile as bid by each Vendor. Vendors will not be obligated to serve these alternate or additional locations but will have the opportunity to do so. All other specifications and conditions will remain for any alternate or additional locations.</p> <p>Example 1. The State requests gravel for an alternate or additional location not on the ITB. Vendor A has a contract for a nearby location for \$15/ton. Haul distance is 10 miles farther to the alternate or additional location. Vendor A has bid \$0.10 per ton-mile for additional freight. The price for delivery to the alternate or additional location is increased by \$1.00/ton.</p> <p>Vendor A overall price</p> $\frac{\$15.00}{\text{ton}} + \left(\frac{\$0.10}{\text{ton mile}} * 10 \text{ miles} \right) = \frac{\$16.00}{\text{ton}}$

X			<p>Vendor B has a contract for a nearby location for \$18/ton. Haul distance is 17 miles shorter to the alternate or additional location. Vendor B has bid \$0.15 per ton-mile for additional freight. The price for delivery to the alternate or additional location is reduced by \$2.55/ton.</p> <p>Vendor B overall price</p> $\frac{\$18.00}{\text{ton}} - \left(\frac{\$0.15}{\text{ton mile}} * 17 \text{ miles} \right) = \frac{\$15.45}{\text{ton}}$ <p>Example 2. The State requests gravel for an alternate or additional location not on the ITB. Vendor A has a contract for a nearby location for \$25/ton. Haul distance is 15 miles shorter to the alternate or additional location. Vendor A has bid \$0.09 per ton-mile for additional freight. The price for delivery to the alternate or additional location is reduced by \$1.35/ton.</p> <p>Vendor A overall price</p> $\frac{\$25.00}{\text{ton}} - \left(\frac{\$0.09}{\text{ton mile}} * 15 \text{ miles} \right) = \frac{\$23.65}{\text{ton}}$ <p>Vendor B has a contract for location for \$23/ton. Haul distance is 6 miles farther to the alternate or additional location. Vendor B has bid \$0.11 per ton-mile for additional freight. The price for delivery to the alternate or additional location is increased by \$0.66/ton.</p> <p>Vendor B overall price</p> $\frac{\$23.00}{\text{ton}} + \left(\frac{\$0.11}{\text{ton mile}} * 6 \text{ miles} \right) = \frac{\$23.66}{\text{ton}}$
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M. ORDERS

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

N. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
X			2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation.
X			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

O. SUBSTITUTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Vendor will not substitute any item that has been awarded without prior written approval from SPB.

Received

**ADDENDUM ONE
REVISED SCHEDULE OF EVENTS**

Date: January 19, 2024
To: All Bidders
From: Brenda Sensibaugh, Procurement Contracts Officer (PCO)
State Purchasing Bureau (SPB)
RE: Addendum for Invitation to Bid (ITB) 6845 OF to be opened February 13, 2024, at 2:00 p.m.
Central Time

REVISED SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are subject to change.

ACTIVITY	DATE/TIME
1. Release solicitation	January 19, 2024
2. Last day to submit written questions Upload electronic Questions for 6845 OF via ShareFile to: https://nebraska.sharefile.com/r-rdf7eee01334342a3a09a8a6e1f5ea569	January 29, 2024
3. State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	January 31, 2024
4. Electronic Bid Opening via Zoom Meeting Upload electronic Bid submissions for 6845 OF via ShareFile to: https://nebraska.sharefile.com/r-rcc9e5211640a4ece87200120474495a1 Join Zoom Meeting https://us02web.zoom.us/j/2629176739?pwd=NkhobXNpOU94UmFmTG1wYmJqTXhpUT09 Meeting ID: 262 917 6739 Passcode: 5VwBuR	February 13, 2024 February 12, 2024 2:00 PM Central Time
5. Review for conformance with bid requirements	TBD
6. Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD

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

Received

**ADDENDUM ONE
QUESTIONS and ANSWERS
6845 OF**

Date: 01/30/24

To: All Bidders

From: 6845, Procurement Contracts Officer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Invitation to Bid (ITB) Number 6845 OF for Armor Coat Gravel, Deicing Gravel, Windrow Gravel, And Surfacing Gravel to be opened on February 13, 2024, at 2:00 p.m. Central Time

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

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

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1	Line 4	1	What is the Hwy number on Line #4?	The highway on line 4 is highway 77.
2	Line 2	1	What Town and how far from that town is the location of this site??	The town is West Point and is 5 miles west of West Point on Hwy 32,
3	Line 3	2	What Town and how far from that town is the location of this site??	The town is Pierce and is 1 mile east of Pierce on Hwy 98,
4	Line 4	2	What Town and how far from that town is the location of this site??	The town is Oakland and is 1 mile south of Oakland on Hwy 77,
5	Line 5	2	What Town and how far from that town is the location of this site??	The town is Tekamah and is .5 mile west of Tekamah on Hwy 32.
6	Line 6	2	What Town and how far from that town is the location of this site??	The town is Walthill and is 2 miles west of Walthill on Hwy 94.

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