

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15293 OC

PAGE 1 of 2	ORDER DATE 04/01/20
BUSINESS UNIT 27227040	BUYER BRENDA SENSIBAUGH (AS)
VENDOR NUMBER: 501047	
VENDOR ADDRESS: L & L GRAVEL PO BOX 1 THEDFORD NE 69166-0001	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 22, 2020 THROUGH APRIL 21, 2021

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6203 OF

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 the contract period April 22, 2020 through April 21, 2021. The contract may be renewed for two (2) additional three (3) month periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Lewis Herbaugh
Phone: 308-645-2276
E-Mail: lgravel@neb-sandhills.net

(04/01/20 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DIST 6 DEICING GRAVEL HWY2 MP183 1MI W OF MULLEN	500.0000	TN	11.5000
2	DIST 6 ARMOR COAT GRAVEL HWY2 MP183 1MI W OF MULLEN	1,000.0000	TN	14.5000
3	DIST 6 WINDROW GRAVEL HWY2 AT DUNNING	750.0000	TN	11.5000
4	DIST 6 WINDROW GRAVEL HWY2 MP183 1MI W OF MULLEN	2,500.0000	TN	11.0000
5	DIST 6 WINDROW GRAVEL HWY83 MP130 18MI N STAPLETON	1,000.0000	TN	11.5000

Brenda Sensibaugh
BUYER
MATERIEL ADMINISTRATOR
4/9/2020

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VENDOR NUMBER: 501047			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
6	DIST 6 WINDROW GRAVEL HWY92 MP225 3MI W OF STAPLETON	500.0000	TN	13.0000
7	DIST 6 WINDROW GRAVEL HWY2 MP176 10MI W OF MULLEN	1,000.0000	TN	12.5000
8	DIST 6 WINDROW GRAVEL HWY61 MP175 13MI N OF HYANNIS	1,000.0000	TN	16.5000

BS

BUYER INITIALS

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	01/13/20	Page	1 of 9
Solicitation Number	6203 OF		
Opening Date and Time	02/06/20	2:00 pm	
Buyer	BRENDA SENSIBAUGH (AS)		

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

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.

1.0 NEBRASKA CONTRACTOR AFFADAVIT: 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.

(12/9/19 ml)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	DIST 1 ARMORCOAT GRAVEL WAHOO YARD	1,200.0000	TN	_____	_____
2	DIST 1 ARMORCOAT GRAVEL EAST JCT HWY 15 AND 92	1,500.0000	TN	_____	_____
3	DIST 1 ARMORCOAT GRAVEL PALMYRA YARD	1,500.0000	TN	_____	_____
4	DIST 1 SURFACING GRAVEL JCT HWY 8 AND 65 PAWNEE CITY	1,500.0000	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 (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 10 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Lewis Herbaugh
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# 501047
VENDOR: _____
Address: _____
L & L GRAVEL
Box 1
Thedford, NE 69166
(308) 645-2276

Contact Lewis Herbaugh
Telephone 308-645-2276
Facsimile Same
Email llgravel@neb-sandhills
.net

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
20	DIST 4 WINDROW GRAVEL RAVENNA YARD	680.0000	TN	_____	_____
21	DIST 4 WINDROW GRAVEL HWY281 MP95 1MI N OF ST PAUL	1,000.0000	TN	_____	_____
22	DIST 4 WINDROW GRAVEL HWY58 MP29 1MI N OF ROCKVILLE	1,100.0000	TN	_____	_____
23	DIST 4 WINDROW GRAVEL HWY92 MP320 1MI W OF LOUP CITY	550.0000	TN	_____	_____
24	DIST 5 DEICING GRAVEL HARRISBURG YARD	2,000.0000	TN	_____	_____
25	DIST 5 DEICING GRAVEL CHAPPELL YARD	1,000.0000	TN	_____	_____
26	DIST 5 DEICING GRAVEL KIMBALL YARD	3,000.0000	TN	_____	_____
27	DIST 5 DEICING GRAVEL SIDNEY MAINT YARD	3,000.0000	TN	_____	_____
28	DIST 5 ARMORCOAT GRAVEL ALLAINCE YARD	1,200.0000	TN	_____	_____
29	DIST 5 ARMORCOAT GRAVEL HARRISON YARD	2,000.0000	TN	_____	_____
30	DIST 5 ARMORCOAT GRAVEL CRAWFORD YARD	2,000.0000	TN	_____	_____
31	DIST 5 ARMORCOAT GRAVEL HWY20 MP75 15MI E OF CHADRON	4,000.0000	TN	_____	_____
32	DIST 5 ARMORCOAT GRAVEL HWY20 MP92 1MI E OF RUSHVILLE	1,000.0000	TN	_____	_____
33	DIST 5 ARMORCOAT GRAVEL HWY71 MP110 26MI S OF CRAWFORD	3,000.0000	TN	_____	_____
34	DIST 5 ARMORCOAT GRAVEL	1,500.0000	TN	_____	_____

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
49	DIST 6 DEICING GRAVEL NORTH PLATTE I-80 YARD	1,000.0000	TN		
50	DIST 6 DEICING GRAVEL SUTHERLAND MAINT YARD	1,000.0000	TN		
51	DIST 6 DEICING GRAVEL ANSLEY MAINT YARD	1,500.0000	TN		
52	DIST 6 DEICING GRAVEL OCONTO MAINT YARD	1,500.0000	TN		
53	DIST 6 DEICING GRAVEL ARNOLD HWY92 MP251	1,500.0000	TN		
54	DIST 6 DEICING GRAVEL BROKEN BOW WEST HWY2 MP277	1,500.0000	TN		
55	DIST 6 DEICING GRAVEL HWY2 MP183 1MI W OF MULLEN	500.0000	TN	<u>11.50^{TON}</u>	<u>\$ 5,750</u>
56	DIST 6 ARMOR COAT GRAVEL ANSLEY HWY183 MP89	500.0000	TN		
57	DIST 6 ARMOR COAT GRAVEL BROKEN BOW WEST HWY2 MP277	500.0000	TN		
58	DIST 6 ARMOR COAT GRAVEL HWY21 MP12 1MI N OF LEXINGTON	1,000.0000	TN		
59	DIST 6 ARMOR COAT GRAVEL HWY21 MP37 12MI N OF OCONTO	1,000.0000	TN		
60	DIST 6 ARMOR COAT GRAVEL HWY2 MP183 1MI W OF MULLEN	1,000.0000	TN	<u>14.50^{TON}</u>	<u>\$ 14,500</u>
61	DIST 6 WINDROW GRAVEL HWY97 MP9 12MI N OF N PLATTE	2,000.0000	TN		
62	DIST 6 WINDROW GRAVEL HWY23 MP56 DICKENS	2,000.0000	TN		
63	DIST 6 WINDROW GRAVEL GOTHERNBURG YARD	750.0000	TN		

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	HWY61 MP126 1MI N ARTHUR				
79	DIST 6 WINDROW GRAVEL HWY61 MP175 13MI N OF HYANNIS	1,000.0000	TN	<u>16.50</u>	<u>\$16,500</u>
80	DIST 6 WINDROW GRAVEL HWY61 MP131 7MI N ARTHUR	1,000.0000	TN	<u>16.50</u>	
81	DIST 7 SURFACING GRAVEL HWY23 MP131 W END OF ELWOOD	1,150.0000	TN		
82	DIST 7 WINDROW GRAVEL HWY6 MP10 13MI W OF IMPERIAL	700.0000	TN		
83	DIST 8 DEICING GRAVEL SPRINGVIEW YARD	800.0000	TN		
84	DIST 8 DEICING GRAVEL AINSWORTH YARD	1,500.0000	TN		
85	DIST 8 DEICING GRAVEL VALENTINEYARD	2,000.0000	TN		
86	DIST 8 DEICING GRAVEL CODY YARD	500.0000	TN		
87	DIST 8 DEICING GRAVEL MERRIMAN YARD	2,000.0000	TN		
88	DIST 8 DEICING GRAVEL HWY11 MP147 AT ATKINSON	500.0000	TN		
89	DIST 8 DEICING GRAVEL SPENCER YARD	500.0000	TN		
90	DIST 8 DEICING GRAVEL NORTH SPENCER YARD HWY281	700.0000	TN		
91	DIST 8 DEICING GRAVEL BURWELL SOUTH YARD	1,000.0000	TN		
92	DIST 8 DEICING GRAVEL BARTLETT YARD	2,000.0000	TN		

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
108	OPTION 4:DELIVERY COST PER TON SURFACING GRAVEL/ LOCATIONS	200.0000	TN	$\frac{.16 \text{ } \cancel{\text{ton}}}{\text{mile}}$	_____
109	DIST 4 WINDROW GRAVEL HWY281 MP120 2MI N OF GREELEY	1,200.0000	TN	$\frac{.16 \text{ } \cancel{\text{ton}}}{\text{mile}}$	_____

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competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

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

Contract Period: The duration of the contract.

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

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

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

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

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

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

Default: The omission or failure to perform a contractual duty.

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

Evaluation: The process of examining an offer after opening to determine the 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/s (offers made in response to written solicitations).

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

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

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

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

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

Invalid Bid: A bid that does not meet the requirements of the solicitation or cannot be evaluated against the other bids

Invitation to Bid (ITB): A written solicitation 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 Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

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 vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

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

Shall/Will/Must: An order/command; 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 supplier, 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 contractor enters a contract to perform a portion of the work awarded to the contractor.

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

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

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

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

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or 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: Inclusive term for any Contractor

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

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit bids from qualified Contractors who will be responsible for providing Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel for Department of Transportation (NDOT) area locations throughout the State of Nebraska at a competitive and reasonable cost. A detailed description can be found in Section VI. - Invitation To Bid – Technical Specifications.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Solicitation Number: 6203 OF
Name: Brenda Sensibaugh
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materie@purchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to the SPB and clearly marked "ITB Number 6203 OF; **Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel** for NDOT area locations throughout the State of Nebraska Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

Solicitation Section Reference	Solicitation Page Number	Question

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

E. 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.

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

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

G. ETHICS IN PUBLIC CONTRACTING

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

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a 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 Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

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

H. DEVIATIONS FROM THE INVITATION TO BID

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

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 bids;
3. Completed Sections II through VI;
4. Completed ITB Form or State's Cost Sheet.

P. EVALUATION OF BIDS

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

1. Cost Proposal

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

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

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

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

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

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

Q. BEST AND FINAL OFFER

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

R. REFERENCE AND CREDIT CHECKS

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

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 Contractor 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. Contractors may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Contractor declines to accept award on individual items; a "lump sum" bids is one in which the Contractor offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

X. EMAIL SUBMISSIONS

SPB will not accept bids by email, electronic, 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://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

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.

B. NOTIFICATION

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

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

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

C. NOTICE (POC)

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

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State

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

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

1. GENERAL

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

Q. FORCE MAJEURE

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

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

R. CONFIDENTIALITY

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

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

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

S. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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 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 Solicitation Response (Initial)	NOTES/COMMENTS:
J.P.			

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

J. ANTITRUST

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

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

N. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

O. DISASTER RECOVERY/BACK UP PLAN

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

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

P. DRUG POLICY

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

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

Q. WARRANTY

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

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

the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

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

VI. SOLICITATION - TECHNICAL SPECIFICATIONS – GENERAL PROVISIONS FOR ALL TYPES OF GRAVEL

GENERAL PROVISIONS for ALL TYPES OF GRAVEL

A. CONTRACTOR INSTRUCTIONS

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

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

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

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

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
J.R. yes			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
J.R. yes			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 ITB by any Contractor.
J.R. yes			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Contractor by the State. Any Solicitation interpretation must be put in writing and faxed by the Contractor to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

E. DELIVERY ARO TIME FRAME AND INSTRUCTIONS (CONTRACTOR IS CERTIFYING THAT THEY CAN MEET THE DELIVERY TIME FRAME/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
yes Z.A.			1. Deliveries of Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel shall be made within fifteen (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 an average 3000 ton stockpile.
yes Z.A.			2. Deliveries shall be made between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday (excluding State or 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.
yes J.P.			3. There will be no minimum order requirements. If delays in delivery are anticipated, the Contractor will immediately notify the NDOT of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Contractor will be held responsible for any/all excess cost.
yes J.P.			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 actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
NOTES/COMMENTS:			

F. DELIVERY LOCATION AND INSTRUCTIONS (CONTRACTOR IS CERTIFYING THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
yes Z.A.			1. Please refer to ITB 6203 OF for a listing of multiple delivery locations. for Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel for the State of Nebraska.
yes Z.A.			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 on the Solicitation.

G. DELIVERY PROCESS AND INSTRUCTIONS (CONTRACTOR IS CERTIFYING THAT THEY CAN MEET THE DELIVERY PROCESS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
yes Z.A.			1. Delivery requirements for Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel will be indicated at the time the order is placed.
yes Z.A.			2. Armor Coat Gravel, Deicing Gravel, Windrow Gravel, and Surfacing Gravel must sit a minimum of three (3) days to allow excess moisture to drain off prior to contractor hauling to either mix sites or stockpiles.

H. DELIVERY FOR ALTERNATE LOCATIONS, FREIGHT FACTOR INCREASE / DECREASE

YES	NO	NO & PROVIDE ALTERNATIVE	
<p>YES</p> <p>274</p>			<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 Contractor 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 Contractor. Contractors 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> $\frac{\$15.00}{\text{ton}} + \left(\frac{\$0.10}{\text{ton mile}} * 10 \text{ miles} \right) = \frac{\$16.00}{\text{ton}}$ <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> $\frac{\$23.00}{\text{ton}} + \left(\frac{\$0.11}{\text{ton mile}} * 6 \text{ miles} \right) = \frac{\$23.66}{\text{ton}}$
<p>NOTES/COMMENTS:</p>			

YES 2.10.			State. The State will be given full proportionate benefit of any decrease for the term of the contract. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.
NOTES/COMMENTS:			

L. SUBSTITUTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
YES 2.11.			1. Contractor will not substitute any item that has been awarded without prior written approval of SPB.
NOTES/COMMENTS:			

VII. SOLICITATION- TECHNICAL AND MATERIAL SPECIFICATIONS / SPECIAL PROVISIONS

Special Provisions for Armor Coat Gravel Contractor Instructions

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 <https://dotstore.nebraska.gov/storefront/Store.aspx> for highway construction and special provisions as specified in these bid documents.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
yes 1. a.			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
yes 2. a.			2. It is the responsibility of Contractor 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.
yes 2. a.			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any contractor by the State. Any ITB interpretation must be put in writing and faxed by the Contractor to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

VIII. INVITATION TO BID – TECHNICAL AND MATERIAL SPECIFICATIONS / SPECIAL PROVISIONS

Special Provisions for Deicing Gravel Contractor Instructions

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 Standard Specifications <https://dotstore.nebraska.gov/storefront/Store.aspx> for highway construction and special provisions as specified in these bid documents.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
yes J. M.			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
yes J. H.			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.
yes Z. H.			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Contractor by the State. Any solicitation 4. interpretation must be put in writing and faxed by the Contractor to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

IX. INVITATION TO BID - TECHNICAL AND MATERIAL SPECIFICATIONS / SPECIAL PROVISIONS

Special Provisions for Windrow Gravel Contractor Instructions

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 <https://dotstore.nebraska.gov/storefront/Store.aspx> for highway construction and special provisions as specified in these bid documents.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
yes 2.#.			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
yes 2.#.			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 ITB by any Contractor.
yes 2.#.			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Contractor by the State. Any Solicitation interpretation must be put in writing and faxed by the Contractor to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS.MaterielPurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

X. INVITATION TO BID - TECHNICAL AND MATERIAL SPECIFICATIONS / SPECIAL PROVISIONS

Special Provisions for Surfacing Gravel Contractor Instructions

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 <https://dotstore.nebraska.gov/storefront/Store.aspx> for highway construction and special provisions as specified in these bid documents.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
yes 2A			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
yes 1. H			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 ITB by any Contractor.
yes 2. H			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Contractor by the State. Any ITB interpretation must be put in writing and faxed by the Contractor to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

**Form A
Contractor Contact Sheet
Invitation To Bid Number 6203 OF**

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

Preparation of Solicitation Contact Information		L & L GRAVEL
Contractor Name:		Box 1
Contractor Address:		Thedford, NE 69166 (308) 645-2276
Contact Person & Title:	Lewis Herbaugh Owner	
E-mail Address:	llgravel@neb-sandhills.net	
Telephone Number (Office):	308-645-2276	
Telephone Number (Cellular):	645-7258	
Fax Number:	308-645-2276	

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		L & L GRAVEL
Contractor Name:		Box 1
Contractor Address:		Thedford, NE 69166 (308) 645-2276
Contact Person & Title:	Lewis Herbaugh Owner	
E-mail Address:	llgravel@neb-sandhills.net	
Telephone Number (Office):	308 645 2276	
Telephone Number (Cellular):	645 7258	
Fax Number:	308 645 2276	