

STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 of 2	PRINT DATE 9/17/2025
BUSINESS UNIT 27202511	BUYER EUNIKE WAKIA (NDOT)
VENDOR NUMBER: 3162993	
VENDOR ADDRESS: PELICAN CHEMICALS INC 5920 SANDPIPER DR MISSOULA MT 59808-9648	

CONTRACT NUMBER
16210 CC

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE PERSONAL PROPERTY AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 17, 2025 THROUGH SEPTEMBER 16, 2026

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE PERSONAL PROPERTY AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR 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 VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 122984 Z5

Contractor shall be responsible for providing Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Cat A3). This contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the Contractor and the Nebraska Department of Transportation (NDOT).

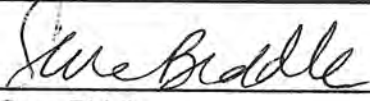
VENDOR CONTACT INFORMATION

Name: Sara Biddle, Chief Administrative Officer

Phone: 888-526-1952

E-mail: sara.biddle@pelicanchemicals.com

Line	Description	Quantity	Unit of Measure	Unit Price	Estimated Price
1	D1 - HEADWATERS HOT CLEAR ROADS CAT A3 CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE	4,500.0000	GL	2.5300	11,385.00
2	D2 - HEADWATERS HOT CLEAR ROADS CAT A3 CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE	25,503.0000	GL	2.5300	64,522.59
3	D3 - HEADWATERS HOT CLEAR ROADS CAT A3 CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE	6,319.0000	GL	2.5300	15,987.07
4	D4 - HEADWATERS HOT CLEAR ROADS CAT A3 CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE	5,710.0000	GL	2.5300	14,446.30

Vendor Signature: 

Vendor Print Name: Sara Biddle

Date: 09 / 18 / 2025

Signed by:



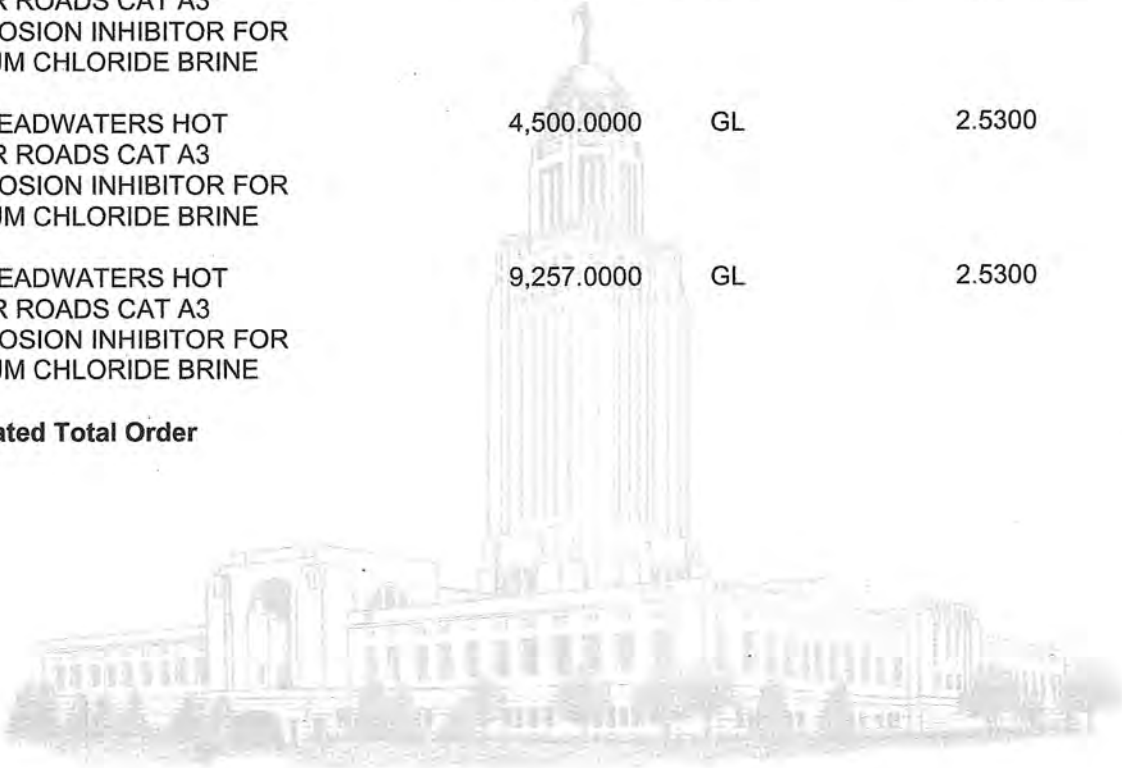
NDOT AGENCY SIGNATURE

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Line	Description	Quantity	Unit of Measure	Unit Price	Estimated Price
5	D5 - HEADWATERS HOT CLEAR ROADS CAT A3 CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE	4,500.0000	GL	2.5300	11,385.00
6	D6 - HEADWATERS HOT CLEAR ROADS CAT A3 CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE	4,500.0000	GL	2.5300	11,385.00
7	D7 - HEADWATERS HOT CLEAR ROADS CAT A3 CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE	4,500.0000	GL	2.5300	11,385.00
8	D8 - HEADWATERS HOT CLEAR ROADS CAT A3 CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE	9,257.0000	GL	2.5300	23,420.21
Estimated Total Order					163,916.17



SB
—INITIALS

State of Nebraska Department of Transportation

INVITATION TO BID FOR COMMODITIES CONTRACT

SOLICITATION NUMBER	RELEASE DATE
122984 Z5	July 23, 2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
August 13, 2025, 2:00 p.m. Central Time	Eunike Wakia

PLEASE READ CAREFULLY

SCOPE

The State of Nebraska, Department of Transportation (NDOT), is issuing this solicitation for the purpose of selecting a qualified Bidder to provide **Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3)**. 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 Vendor (Parties). The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited commodities, this solicitation may be used to procure the solicited goods for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the solicitation response was evaluated, and 3) the bidder will honor the bidder's original response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
<https://dot.nebraska.gov/business-center/procurement/procurement-commodities/>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Vendor's solicitation response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and <https://dot.nebraska.gov/business-center/contractor/commodity-contracts/>.

In addition, and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the Nebraska Department of Transportation's public website.

These postings will include the entire solicitation response. The bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate 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 SOLICITATION IS PROPRIETARY. COST SHEETS 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 such public postings, except for 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, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter such a waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response 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 solicitation response, awards, and other documents.

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GLOSSARY OF TERMS

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

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award).

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

Agent/Representative: A person authorized to act on behalf of another

Amend: To alter or change by adding, subtracting, or substituting

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

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

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

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

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

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

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

Business Day: Any weekday, except State-recognized holidays

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing later

Change Order: Document that provides amendments to an executed purchase order or contract

Collusion: An agreement or cooperation between two or more people or entities to accomplish a fraudulent, deceitful, or unlawful purpose

Commodities: Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties

Confidential Information: See Proprietary Information

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 Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

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

Contract Period: The duration of the contract

Contractor: See Vendor

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

Cost Sheet: A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

Customer Service: The process of ensuring customer satisfaction by helping and advice on those commodities or services provided by a Vendor

Default: The omission or failure to perform a contractual duty

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

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

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

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 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

Goods: See Commodities

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

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

Invitation to Bid (ITB): See Solicitation

Late Solicitation Response: A solicitation response received after the Opening Date and Time

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Must: See Shall

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

Non-core: See Catalog

Non-Responsive Solicitation Response: Any bid that does not comply with the requirements of the solicitation or cannot be evaluated against the other bids

Non-negotiable: These clauses are controlled by state law and are not subject to negotiation

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

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

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

Personal Property: See Commodities

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

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

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

Proposal: See Solicitation Response

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

Protest/Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract under NDOT's Protest Policy.

Quote: See Solicitation Response

Release Date: The date of public release of the solicitation

Renewal Period: Optional contract periods after the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with "Extension"

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

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

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

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

Termination: Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that 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 people, and subcontractors or agents, and their employees. It shall not include any entity or person who is interested in 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: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract.

Vendor Compliance Request: A report completed by the agency using and submitted to the Nebraska Department of Transportation 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

Workday: See Business Day

ACRONYM LIST

ACH – Automated Clearing House

ARO – After Receipt of Order

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

F.O.B. – Free on Board

ITB – Invitation to Bid

NDOT – Nebraska Department of Transportation

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

POC – Point of Contact

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE**A. GENERAL INFORMATION**

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3) at a competitive and reasonable cost.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found to be 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 the Nebraska Department of Transportation. The point of contact (POC) for the procurement is as follows:

ITB Number: 122984 Z5
Name: Eunike Wakia
Agency: Nebraska Department of Transportation
 Operations Division
Mailing Address: PO Box 94759
(USPS delivery) Lincoln, NE 68509-4759
Physical Address: 5001 S. 14th Street
(all other deliveries) Lincoln, NE 68512
Telephone: (402) 479-4852
E-Mail: NDOT.ProcurementSourcing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the Vendor 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 the awarding agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

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

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release solicitation	July 23, 2025
2.	Last day to submit written questions	August 5, 2025
3.	State responds to written questions through a solicitation "Addendum" to be posted to the Internet at: https://dot.nebraska.gov/business-center/business-app/procurement-commodities/	August 8, 2025
4.	Proposal Opening Location: Nebraska Department of Transportation Operations Division 5001 So. 14 th Street Lincoln, NE 68512	August 13, 2025 2:00 PM Central Time
5.	Review for conformance with solicitation requirements	August 13-14, 2025
6.	Evaluation period	August 15-19, 2025
7.	Post "Intent to Award" to the Internet at: https://dot.nebraska.gov/business-center/business-app/procurement-commodities/	August 20, 2025
8.	Contract finalization period	August 20 – August 31, 2025
9.	Contract start date	September 1, 2025

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to NDOT and clearly marked "Solicitation Number 122984 Z5; Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3) Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be submitted to NDOT.PurchasingSourcing@nebraska.gov; it is recommended that bidders submit questions using the following format:

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)

All Bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact 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 NDOT website at: <https://dot.nebraska.gov/media/gurelo3n/us-citizenship-attestation-form.pdf>. This should be accomplished prior to the execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is 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 to influence the bidding process.
2. Utilizing 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 solicitation response on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the State.

The bidder shall include this clause in any subcontract entered for the exclusive purpose of fulfilling this contract.

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

G. DEVIATIONS FROM THE SOLICITATION

The requirements contained in the solicitation (Sections II through V) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through V must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not conflict with the basic nature of the 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.

H. SUBMISSION OF SOLICITATION RESPONSES

Bidders should submit one (1) solicitation response marked on the first page: "ORIGINAL". If multiple solicitation responses are submitted, the State will retain one (1) copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Solicitation responses must reference the solicitation number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's solicitation response packet. If a recipient phone number is required for delivery purposes, (402) 479-4852 should be used. The solicitation number should be included in all correspondence. The State will not furnish packaging and sealing materials.

It is the bidder's responsibility to ensure the solicitation response is received by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted by the date and time of the opening per the Schedule of Events. No late responses will be accepted.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder's understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder's technical requirements in as much detail as possible, including, but not limited to, the information required by the Technical Response instructions.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/>.

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

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

I. INVALID SOLICITATION SUBMISSIONS

NDOT will not accept solicitations by email, electronic, voice, or telephone.

J. SOLICITATION PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH SOLICITATION

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

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

L. SOLICITATION RESPONSE CORRECTIONS

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

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

N. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses WILL NOT be available for viewing by those present at the opening. Responses will be posted to the Nebraska Department of Transportation's website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

O. SOLICITATION 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 as follows:

1. Original Contractual Agreement Form signed manually in ink or by DocuSign.
2. Clarity and responsiveness.
3. Completed Sections II through V.
4. Completed Cost Sheet.

P. EVALUATION COMMITTEE

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

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

Q. EVALUATION OF SOLICITATION RESPONSES

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

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section II.H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the "Contractual Agreement Form" under "Vendor 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 Vendor 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 people described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more people described in subdivision (a) of this subsection.

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

R. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

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

T. AWARD

The State reserves the right to evaluate solicitation responses and award contracts in a manner using criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation.
2. Extend the date and time of opening.
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position.
4. Accept or reject a portion of or all a solicitation response.
5. Accept or reject all responses.
6. Withdraw the solicitation.
7. Elect to re-release the solicitation.
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

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

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

The solicitation does not commit to the State to award a contract. Once intent to award decision has been determined, it will be posted to the internet at: <https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/>.

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the internet. Grievance and protest procedure is available on the internet at: <https://dot.nebraska.gov/media/pwgjyfqj/06-25-policy-25-23-07-signed.pdf>

U. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES

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

"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET

V. REJECTION OF SOLICITATION RESPONSES

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

W. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

X. SPECIFICATIONS

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

Y. SAMPLES

When requested, samples should be furnished at the Vendor's expense prior to the opening of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Vendor's name, the Sample number, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation. The State reserves the right to request samples even though this may not have been set forth in the solicitation. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Vendor wishes to have the sample returned, it will be returned at the Vendor's expense upon request. The sample will not be returned until thirty (30) calendar days after any solicitation protest or the execution of a contract. The Vendor shall have ten (10) calendar days to arrange for the return of the sample to the Vendor following any of the above dates. If no request from the Vendor is received within the above dates, the State reserves the right to use, donate, or surplus the samples in accordance with the State's policies.

Z. ALTERNATE/EQUIVALENT SOLICITATION RESPONSES

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

AA. SOLICITATION TABULATIONS

Solicitation tabulations are available on the website at: <https://dot.nebraska.gov/business-center/procurement/procurement-commodities/>.

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken.
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
SB		

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

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

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

A. GENERAL

1. The contract resulting from this solicitation shall incorporate the following documents:
 - a. Solicitation including any attachments and addenda.
 - b. Questions and Answers.
 - c. Bidders properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder.
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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

B. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE

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 bidder will be provided with 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 (Nonnegotiable)

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

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

E. AMENDMENT

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

F. CHANGE ORDERS OR SUBSTITUTIONS

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

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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

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

G. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Solicitation specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

H. NOTICE OF POTENTIAL VENDOR BREACH

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

I. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

J. NON-WAIVER OF BREACH

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

K. SEVERABILITY

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

L. INDEMNIFICATION**1. GENERAL**

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

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

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

4. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this contract, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

M. ATTORNEY FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails

N. ASSIGNMENT, SALE, OR MERGER

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

The Vendor retains the right to enter a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and performs all obligations of the contract.

O. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including the price of the contract, may not be amended. The State shall not be contractually obligated or liable for any contract entered pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

P. FORCE MAJEURE

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 an unforeseeable natural or man-made event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

Q. CONFIDENTIALITY

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

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

R. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute.
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business.
 - c. A trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court.
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders.
 - e. an involuntary proceeding has been commenced by any party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code.
 - g. Vendors intentionally disclose confidential information.
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

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

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

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

T. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

U. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination based on disability by public entities.

V. ACCEPTABLE GOODS

All products proposed shall be of the latest manufacture in as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features.

Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the solicitation response.

If manufacturer's information necessary to show compliance with these specifications is not attached to the solicitation response, the Vendor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the solicitation response.

W. DELIVERY ARO

For each District bid, Bidder certifies they can meet delivery to all locations within a District as specified in Attachment A Bid Sheet for Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3). Additionally, Bidder agrees to deliver to any additional storage and/or locations within each District that NDOT may add at any time during the term of the contract. Delivery shall be within fifteen (15) calendar days after receipt of the Purchase Order.

X. ORDERS AND DELIVERY

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

Shipments of Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3) to specified locations will be in truckloads of approximately 4500 gallons. There will be no minimum order requirements. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Vendor will immediately notify the point of contact of the expected delivery date.

All orders must reference a purchase order number, and the purchase order number must be referenced on the packing slip and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

1. FAILURE TO DELIVER

- a. If the Vendor cannot make delivery as stated on the purchase order and as specified in this ITB and delays in delivery are anticipated, the Vendor will immediately notify the point of contact of the expected delivery date.
- b. The State reserves the right to cancel orders and place the order with another vendor when the Vendor is unable to complete an order as specified in the ITB. The difference in cost between contracted amount and that which is paid by the State will be charged to the account of original Vendor.

At the time of delivery, a designated State of Nebraska employee will sign the "bill of lading/delivery weigh ticket/invoice packing slip". This signature will only indicate that the order has been received and that the items delivered agree with the bill of lading/delivery weigh ticket/invoice/packing slip. The signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

Deliveries are to be made during normal business hours, except State Holidays, between 8:00 a.m. and 4:00 p.m., Monday-Friday. The exception will be during summer hours. District locations will work extended days Monday-Thursday. A list of Districts and workday hours will be provided to the Vendor. A 24-hour advance notice to NDOT personnel shall be provided prior to delivery. If an emergency exists, delivery may be made through prior arrangements with receiving personnel. A successful Vendor will maintain sufficient inventory to process and deliver within fifteen (15) calendar days.

State Holidays are as follows:

New Years Day	January 1*
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Juneteenth	June 19*
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25*

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

Y. FIELD INSPECTION, UNLOADING, SAMPLING AND TESTING.

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

Vendors shall not offload any material without affording the Nebraska Department of Transportation (NDOT) an opportunity to conduct field inspection, sampling or testing. Sampling of the liquid deicing products will be conducted by the Department. A one-gallon sample may be taken at the point of delivery from either the tanker truck or from the Department's receiving tank (if the tank was empty prior to delivery). Samples obtained from the tanker truck will be taken from the transfer hose, in one-third increments as the product is being transferred. Offloading of material without affording NDOT an opportunity to conduct said work shall deem the delivered material non-compliant and subject to total rejection. Only with prior written approval granted by NDOT shall the Vendor offload any material without field inspection, sampling and testing.

All testing will be conducted by NDOT, and the field samples will be large enough for additional testing. Field samples will be retained for three months and records of the tests will be retained by NDOT. Samples sent to the NDOT Laboratory will be tested for conformance to specification during the year. Each product may be tested for specific parameters; if a sample fails to comply with the requirements stipulated herein, the price adjustments specified in Attachment B (Price Adjustments for Clear Roads Category A3 - Corrosion Inhibitor for Sodium Chloride Brine) may apply. The Vendor will be notified immediately of the material not meeting specifications and the Vendor will be expected to take action to correct the problem. All deliveries may cease until the Department determines that the required specifications are being met, and that adequate quality control has been re-established by the Vendor. The Vendor may also be held responsible for the cost of removal cleanup of all delivered material that fails to comply with this specification. Test results from the NDOT Laboratory will be final and in the best interest of NDOT. In the event a product fails more than one test requirement, resulting in more than one price adjustment, the highest resulting price adjustment will be the adjustment applied. Attachment B Price Adjustments - Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3) outlines the price adjustments for non-conforming products.

Z. QUALITY

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.

A guarantee of satisfactory performance by the Vendor and meeting delivery dates are an integral part of the purchase contract resulting from this solicitation.

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.

AA. SAMPLES

When requested, samples should be furnished at the bidder's expense prior to the opening of the bid, unless another time is specified. Each sample should be labeled clearly, and identify the bidder's name, the ITB number, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the Bid. The

State reserves the right to request samples even though this may not have been set forth in the ITB. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request. The sample will not be returned until thirty (30) calendar days after any Bid protest or, the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample to the Bidder following any of the above dates. If no request from the bidder is received within the above dates, the State reserves the right to use, donate, or surplus the samples in accordance with the State's policies

Failure to provide samples or samples not meeting the specifications may void the solicitation response or constitute a breach of the contract resulting from this solicitation.

Upon a written request from the State of Nebraska Department of Transportation, sample(s) shall be shipped to:

Attn
Jasmine Dondlinger
Materials and Research
1400 Nebraska Parkway
Lincoln NE 68502

Receiving hours are between 8:00 A.M. and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed). An authorized manufacturer representative must be available for on-site assistance within forty-eight (48) hours of a request at no additional charge. Vendor may be responsible for costs to repair damage to equipment/systems attributable to products being tested.

BB. ANNUAL USAGE, ESTIMATED

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

See attachment A – Bid Sheet for Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3).

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken.
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
SB		

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

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

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

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

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

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

The vendor shall ensure that the terms and conditions contained in any contract with a subcontractor do not conflict with the terms and conditions of this contract.

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

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <https://dot.nebraska.gov/media/gurelo3n/us-citizenship-attestation-form.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

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

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

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

G. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on Attachment A – Bid Sheet for Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3) shall remain fixed for the first full year of the contract. Any request for price increase, subsequent to the first year must be submitted in writing to the NDOT for approval of a minimum of 30 days prior to proposed effective date of increase and be accompanied by documentation justifying the price increase. These documents include, but are not limited to the following:

1. Invoices for physical components of the contracted items.
2. Manufacturer letter of price increase, if applicable. Further documentation may be required by the State to justify the increase.

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

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

H. PERMITS, REGULATIONS, LAWS

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

I. ANTITRUST

The Vendor hereby assigns to the State 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.

J. CONFLICT OF INTEREST

By submitting a solicitation response, the vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

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

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

K. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tears are expected.

L. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must plan with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State based on lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

M. ADVERTISING

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

N. DISASTER RECOVERY/BACK UP PLAN

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

O. DRUG POLICY

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

P. WARRANTY

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails for its essential purpose, the Vendor will refund the full amount of any payments that have been made. 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.

Q. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

R. USAGE REPORT

The Vendor shall, upon request by the Nebraska Department of Transportation, provide a usage report of this contract by state agencies and political subdivisions.

The reporting period may be determined based on need and may include the following:

- a. Agency name, item(s), and dollar amount and shall include the information of the period requested.

Any additional report the Nebraska Department of Transportation may deem necessary.

S. DELIVERY LOCATIONS / INSTRUCTIONS

Vendor must provide products to all applicable delivery locations/instructions.

See Attachment A – Bid Sheet for Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3).

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken.
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
SB		

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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

B. TAXES (Nonnegotiable)

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

C. INVOICES (Nonnegotiable)

Invoices for payment must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. All invoices must reference a purchase order number, and the purchase order number must be referenced on the packing slip, stamped weight ticket and invoice.

Send invoices to: NDOT.ProcurementInvoices@nebraska.gov

The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT (Nonnegotiable)

Payment will be made by the agency responsible in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F. LATE PAYMENT (Nonnegotiable)

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

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

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those

payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or conditions found because of the audit.

V. TECHNICAL SPECIFICATIONS**A. VENDOR INSTRUCTIONS**

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

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

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

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether the Vendor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

Read these specifications carefully. All exceptions to these specifications must be written on or attached to solicitation response. Any non-compliance may result in your solicitation response being deemed non-responsive.

It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understanding or wrongful interpretations of this solicitation by any Vendor.

C. TECHNICAL SPECIFICATIONS AND REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			<p>1. All products being submitted for this ITB must include one (1) one-gallon container sample of product(s).</p> <p>Sample(s) of product(s) shall be provided by the bid opening date at no cost to the State and will not be returned to the Bidder upon completion of testing. Sample(s) of Product(s) are to be material and construction as bid. Failure to supply sample(s) and /or sample(s) that do not meet specifications and/or fail any of the protocols/tests as outlined herein, may be grounds to reject the bid. Bids may be rejected based on the quality of samples(s) provided. Sample(s) shall be shipped to:</p> <p>Nebraska Department of Transportation Materials and Research Division Chemistry Laboratory 1400 Nebraska Parkway Lincoln NE 68502</p> <p>Receiving hours are between 8:00 am and 4:00 pm, Monday – Friday (excluding State holidays and/or as otherwise directed).</p>
Yes			<p>2. Condition as Received: The corrosion inhibitor product bid shall be flowable and have the capability to be mixed fully into the concentrated sodium chloride brine solution at a minimum temperature of 15°F.</p>
Yes			<p>3. The finished corrosion inhibited sodium chloride shall have a minimum sodium chloride concentration of no less than 15% meeting ASTM D632.</p>
Yes			<p>4. The product shall have a minimum corrosion inhibitor concentration of no less than 15%. The finished product shall have a Corrosion Percent Effectiveness Rating of 30% or less. (Clear Roads Test Method 5)</p>
Yes			<p>5. The finished product shall provide eutectic temperature points equal to or lower than that of a standard uninhibited liquid sodium chloride brine of 23.3% concentration.</p>
Yes			<p>6. The finished product pH must be 6.0 – 10.0 (Clear Roads Test Method 4)</p>
Yes			<p>7. This liquid corrosion inhibitor when added to concentrated sodium chloride brine will provide a finished product that is compliant to all the Clear Roads Snow and Ice Control Chemical Program General Specifications listed in Tables 1 and 2. (See Attachment C)</p>
Yes			<p>8. The inhibitor shall be capable of being homogenously mixed with the 23% to 24% concentration of sodium chloride brine and resulting in a finished product that does not separate or settle out.</p>

Yes			9. Storage class of inhibitor: The corrosion inhibitor must be capable of being stored at a minimum temperature class as delivered until time of use with no separation or settling. Class 1: 10° F Class 2: 0°F
Yes			10. The corrosion inhibitor product shall not contain greater than 1.0% (V/V). Total settleable Solids/Solids Passing a 310 Sieve. (Clear Roads Test Method 6) Storage temperature: Designated Storage Class ± 2°F Total settleable solids (V/V): 1.0% maximum Solids passing a #10 Sieve: 99.0% minimum
Yes			11. Specific Gravity must be 1.265 – 1.340 (Clear Roads Test Method 2)
NOTES/COMMENTS:			

CONTRACTUAL AGREEMENT FORM**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

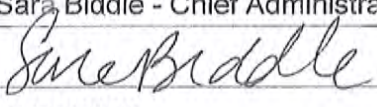
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, NDOT is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

N/A **NEBRASKA VENDOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" 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 Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

N/A 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.

N/A I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Pelican Chemicals, Inc.
ADDRESS:	5920 Sandpiper Dr. Missoula, MT 59808
PHONE:	888-526-1952
EMAIL:	sara.biddle@pelicanchemicals.com
BIDDER NAME & TITLE:	Sara Biddle - Chief Administrative Officer
SIGNATURE:	
DATE:	08/08/2025

**VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION
(IF DIFFERENT FROM ABOVE)**

NAME:	Same as above
TITLE:	
PHONE:	
EMAIL:	

Attachment A - Bid Sheet
Corrosion Inhibitor for Sodium Chloride (Clear Roads Category A3)

* Allowing for one (1) Load.

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	District Bid - Price Per Gallon
1	David City	235 Iowa St. 68632	4500*	\$ 2.53 -
	Greenwood	12909 238th St. 68366		
	Lincoln - Superior St.	302 Superior St. 68521		
	Seward	2500 NE Hwy 15, 68434		
	Wahoo	2311 Aspen St, 68066		
	Beatrice	117 Hill St, 68310		
	Blue Springs	38586 NE Hwy 112, 68318		
	Dorchester	508 W Depot St, 68343		
	Fairbury	1500 K St, 68352		
	Lincoln - Salt Valley	5300 Salt Valley View St, 68512		
	Pawnee City	900 B St, 68420		
	Wilber	RP 61, NE Hwy 41, 68465		
	Auburn	2127 J St, 68310		
	Eagle	1207 S 214th Street, 68347		
	Falls City	1525 E 14th St, 68355		
	Nebraska City	6170 US Hwy 75, 68410		
	Palmyra	510 F Road (Hwy 2), 68418		
	Syracuse	RP 51.5, NE Hwy 50, 68446		
	Tecumseh	772 N. 1st St. 68450		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
2	Omaha- Dome	4425 S 108th St, 68145	25,503	\$ 2.53 -
	Omaha - Mormon Bridge	5015 Battlefield Dr, 68152		
	Omaha - South	5929 S 25th St, 68107		
	Blair	2252 Pittack St, 68008		
	Fremont	2550 W 23rd Dr, 68026		
	Elkhorn	2829 N 204th St, 68022		
	Manley	RP 13, NE Hwy 1, 68403		
	Melia Hill	15525 S 234th St, Gretna, 68028		
	Plattsmouth	1000 S 22nd St, 68048		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
3	Albion	2664 NE Hwy 39, 68620	6,319	\$ 2.53 -
	Clarkson	120 Bryan St, 68629		
	Humphrey	26830 State HWY 91 68642		
	Schuyler	E 22nd & H St, 68661		
	Bloomfield	54506 NE Hwy 84, 68718		
	Neligh	910 E Hwy 275, 68756		
	Niobrara	52450 Hwy 12, 68760		
	Plainview	86398 538 Ave. 68769		
	Norfolk	NE Hwy 24 Channel Rd.		
	West Point	1500 N Lincoln St. 68788		
	Columbus	3636 8th St. 68601		
	Dakota City	2300 Broadway St. 68731		
	Lyons	1150 County Rd. RS 63038		
	S. Sioux City	1521 Hwy 110, 68731		
	Crofton	55268 NE Hwy 12 68730		
	Hartington	215 Industrial Rd 68739		
	Creighton	301 Main St. 68729		
		Gavins Point Maintenance Shop Rd. & Hwy 121		
	Laurel	214 US Hwy 20 N, 68745		
		Jct Hwy 81 & Hwy 20		
		Jct Hwy 12 & Hwy 57		
		Jct Hwy 45 & 32		
		Jct Hwy 32 & Hwy 121		
	Newcastle	102 Broadway St. 68757		
	Wayne	1300 E 7th St. 68787		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
4	Central City	1406 6th St, 68826	5,710	\$ 2.53 -
	Fullerton	54957 NE Hwy 14, 68638		
	Greeley	401 N Railway St, 68842		
	Loup City	47561 NE Hwy 92, 68853		
	Ord	620 U St, 68862		
	St Paul	1355 US Hwy 281, 68873		
	Geneva	535 S 13th St, 68361		
	Hebron	110 N 13th St, 68370		
	Osceola	521 N Kimmel St, 68651		
	Strang	RP 76, NE Hwy 74, 68444		
	York	121 W South 21st St, 68467		
	Grand Island	3305 W Old Potash Hwy, 68802		
	Kearney (I-80)	415 W Talmadge St, 68845		
	Kearney (Hwy 30)	4001 W US Hwy 30, 68848		
	Ravenna	42775 NE Hwy 2, 68869		
	Shelton	4558 Shelton Rd, 68876		
	Aurora	RP 61, NE Hwy 14, 68818		
	Ayr	11990 6th St, 68925		
	Harvard	975 US Hwy 6, 68944		
	Hasting s	111 E US Hwy 6, 68902		
	Red Cloud	602 S US Hwy 281, 68970		
	Superior	1330 E 3rd St, 68978		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
5	Alliance	298 Husker Rd 69301	4500*	\$ 2.53 -
	Chadron	430 Stockade Road, 69337		
	Crawford	3621 Hwy 20, 69339		
	Gordon	6737 NE Hwy 27, 69343		
	Harrison	840 US Hwy 20, 69346		
	Hemingford	821 Rolland Ave, 69348		
	Bridgeport	510 E US Hwy 385, 69336		
	Gering	140375 Rundell Rd, 69341		
	Oshkosh	RP 104.5, US Hwy 26, 69154		
	Chappell	1450 Road 165, 69129		
	Harrisburg	RP 39, NE Hwy 71, 69345		
	Kimball	3979 Road 32, 69145		
	Sidney	2320 Illinois St, 69162		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
6	Gothenburg	123 Lake Ave, 69138	4500*	\$ 2.53 -
	Lexington	2812 Plum Creek Pkwy, 68850		
	Maxwell	20053 E Island Road, 69151		
	North Platte (-180)	500 W South River Rd, 69103		
	North Platte (W - 30)	2400 W 14th St, 69103		
	Sutherland	920 NE Hwy 25, 69165		
	Wallace	201 E NE Hwy 23, 69169		
	Big Springs	114 Frontage Rd, 69122		
	Ogallala	307 E D St S, 69153		
	Lake Mac (Brule)	MM 141.3, US-26, 69127		
	Paxton	2051 E County Rd 80, 69155		
	Ansley	406 Division St, 68814		
	Arnold	510 S Carroll St, 69120		
	Broken Bow	515 E South E St, 68822		
	Oconto	78008 NE Hwy 21, 68860		
	Arthur	118 W Hawkins St, 69121		
	Hyannis	401 E Hwy 2, 69350		
	Mullen	402 SE 1st St, 69152		
	Stapleton	122 NE Hwy S57A, 69163		
	Thedford	83880 US Hwy 83, 69166		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
7	Alma	1004 10th St, 68920	4500*	\$ 2.53 -
	Franklin	1814 I St, 68939		
	Holdrege	1013 W 4th Ave, 68949		
	Minden	509 W 9th St, 68959		
	Arapahoe	703 11th St, 68922		
	Elwood	101 Ripley St, 68937		
	Maywood	38587 NE Hwy 23		
	McCook	38764 US Hwy 6, 69001		
	Benkelman	70600 Avenue 338, 69021		
	Grant	328 E NE Hwy 23, 69140		
	Imperial	101 South St, 69033		
	Palisade	72647 NE Hwy 25A, 69040		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
8	Ainsworth	736 E 4th St, 69210	9,257	\$ 2.53 -
	Bassett	RP 180, US Hwy 183, 68714		
	Springview	306 N Main St, 68778		
	Atkinson	504 N Carberry St, 68713		
	Bartlett	210 Randolph St, 68622		
	Burwell	82403 NE Hwy 11, 68823		
	Naper	47004 NE Hwy 12, 68755		
	O'Neill	404 W Douglas St, 68763		
	Spencer	401 Hillcrest Blvd, 68777		
	Taylor	82367 Rusho Dr, 68879		
	Cody	312 W Ohio St, 69211		
	Merriman	511 N Main St, 69218		
	Valentine	89954 St Hwy 97		

Attachment B
PRICE ADJUSTMENTS - CORROSION INHIBITOR FOR SODIUM
CHLORIDE BRINE
(CLEAR ROADS PRODUCT CATEGORY A3)

All testing will be conducted by NDOT, and the field samples will be large enough for additional testing. Field samples will be retained for three months and records of the tests will be retained by NDOT.

1. **Price adjustments based on total settleable solids.** Field samples taken of the delivered material will be measured for percent total settleable solids, according to the Clear Roads Test Method 6. If the test results are out of specification, the Contractor will be subject to price adjustments based on the total of the respective shipment, as follows:

% Settleable Solids	
Test Results	Pay
<1.0	100.0%
1.1-1.8	87.5%
1.9-2.5	75.0%
2.6-3.3	62.5%
3.4-4.0	50.0%
>4.0	*

* Test results in this range may constitute unacceptable material and could result in rejection or require recovery and cleanup at the Contractor's expense.

2. **Price adjustments based on solids passing #10 sieve.** Field samples taken of the delivered material will be measured for percent solids passing #10 sieve, according to the Clear Roads Test Method 6. If the test results are out of specification, the Contractor will be subject to price adjustments based on the total of the respective shipment, as follows:

% Solids Passing #10	
Test Results	Pay
>99.0	100.0%
98.8-98.9	87.5%
98.5 - 98.7	75.0%
98.3-98.4	62.5%
98.0 - 98.2	50.0%
<98.0	*

* Test results in this range may constitute unacceptable material and could result in rejection or require recovery and cleanup at the Contractor's expense.

3. **Price adjustments based on potential hydrogen (pH).** Field samples taken of the delivered material will be measured for pH according to Clear Roads Test Method 4. If the test results are out of specification, the Contractor will be subject to price adjustments based on the total of the respective shipment, as follows:

pH	
Test Results	Pay
6.0 – 10.0	100%

Attachment B
PRICE ADJUSTMENTS - CORROSION INHIBITOR FOR SODIUM
CHLORIDE BRINE
(CLEAR ROADS PRODUCT CATEGORY A3)

5.7 – 5.9	10.1 – 10.3	87.5%
5.5 – 5.6	10.4 – 10.5	75.0%
5.2 – 5.4	10.6 – 10.8	62.5%
5.0 – 5.1	10.9 – 11.0	50.0%
<5.0	>11.0	*

* Test results in this range may constitute unacceptable material and could result in rejection or require recovery and cleanup at the Contractor's expense.

4. **Price adjustments based on specific gravity.** Field samples taken of the delivered material will be checked for specific gravity according to ASTM D1429 at 20°C. If the test results are out of specification, the Contractor will be subject to price adjustments based on the total of the respective shipment as follows:

Specific Gravity		
Test Results		Pay
1.265- 1.340		100.0%
1.258- 1.264	1.341- 1.348	87.5%
1.250 - 1.257	1.349 - 1.355	75.0%
1.243 - 1.249	1.356- 1.363	62.5%
1.235 -1.242	1.364 -1.370	50.0%
<1.235	>1.370	*

For example, if a test result of a field sample yields 1.262, then the sample is out of specification by 0.003 and the price adjustment would therefore be 87.5% pay.

* Test results in this range may constitute unacceptable material and could result in rejection or require recovery and cleanup at the Contractor's expense.

5. **Price adjustments based on corrosion rate.** Field samples taken of the delivered material will be measured for the corrosion rate according to the Clear Roads Test Method B. If the test results are out of specification, the Contractor will be subject to price adjustments based on the total of the respective shipment as follows:

Corrosion Rate (% less corrosive than NaCl)	
Test Results	Pay
>70.0	100.0%
65.0 - 69.9	87.5%
60.0 - 64.9	75.0%
55.0 - 59.9	62.5%
50.0 - 54.9	50.0%
<50.0	*

* Test results in this range may constitute unacceptable material and could result in rejection or require recovery and cleanup at the Contractor's expense.

CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE (CLEAR ROADS PRODUCT CATEGORY A3)

2. General Specifications

This section provides the product specifications. Products that contain any constituent in excess of the following established total concentration limits (as tested in accordance with the listed test methodology from Section 3) will not be acceptable.

Liquid products shall be tested as received. Solid salts are to be diluted to a 25% (W/V) concentration and then tested as if the material was a liquid sample. Report only the values determined from the 25% solution for all the parameters as compared to the specification limits. Do not back calculate the concentration of the parameters to the dry weight of the material.

All liquid deicers must successfully complete the National Association of Corrosion Engineers (NACE) Standard TM0169-95, as modified by Clear Roads, and found to have a Corrosion Value of at least 70% less than that of Sodium Chloride (salt).

Section 2.1 contains Table 1, which lists the general specification limits, which are applicable to all products on the QPL. Section 2.2 contains Table 2, which lists the informational requirements for the liquid products and solids products to be used as liquids for application purposes. Section 2.3 provides category-specific specifications.

2.1 Specified Limits

Table 1. Specification and Method of Determination

Test	Specified Limits	Method Name
Corrosion Rate (corrosion inhibited products only)	varies ¹	Test Method 5
Phosphorus	≤ 2500. ppm	Test Method 7
Cyanide ²	≤ 0.20 ppm	Test Method 8
Arsenic	≤ 5.0 ppm	Test Method 9
Barium	≤ 100.0 ppm	Test Method 9
Cadmium	≤ 0.20 ppm	Test Method 9
Chromium	≤ 1.0 ppm	Test Method 9
Copper	≤ 1.0 ppm	Test Method 9

¹ All liquids and liquids intended to be applied as solids must be at least 70% less corrosive than sodium chloride and have a corrosion effectiveness rate of 30% or less. For corrosion inhibited solids, refer to the product category specifications.

² Salt for highway use is usually treated with either Ferric Ferrocyanide, also known as Prussian Blue, or Sodium Ferrocyanide, also known as Yellow Prussiate of Soda (YPS), to prevent the salt from caking. The amount of Prussian Blue added is 70 to 165 parts per million (ppm), equivalent to 0.33 to 1.14 pounds per ton of salt. YPS is added in the amount of 50 to 250 ppm, equivalent to 0.1 to 0.5 pounds per ton of salt. YPS is also used as an anti-caking agent in table salt, and has approval of the U.S. Food and Drug Administration. Based on exhaustive testing no evidence of toxicity was demonstrated. If used, the presence of these products will not be assessed towards the total cyanide concentration when testing this product. However, the total cyanide concentration of the original material must meet specifications.

Vendor may bid this product with or without the anti-caking agent. Vendors must note on the Sample Checklist if the sample does contain anti-caking agent or not, and if so, what type. If the Vendor chooses not to add the anti-caking agent it does not prevent the vendor from assuring that the delivered product is in a free-flowing state.

Test	Specified Limits	Method Name
Lead	≤ 1.0 ppm	Test Method 9
Selenium	≤ 5.0 ppm	Test Method 9
Zinc	≤ 10.00 ppm	Test Method 9
Mercury	≤ 0.05 ppm	Test Method 10
pH	varies	Test Method 4

The analytical results shall reflect testing to the specified limit or below. For example, the specified limit for Cadmium is 0.20 ppm; therefore, the supplied analytical results need to reflect testing to that limit or below. A submitted value of less than 1.00 ppm is not acceptable.

2.2 Informational Requirements

For all liquid products and solid products intended to be used as liquid for application purposes.

Table 2. Information and Method of Determination

Test	Specified Limits	Method Name
Toxicity	Sample measurement as determined by an Independent Laboratory	Test Method 15
Ammonia – Nitrogen	Sample measurement as determined by an Independent Laboratory	Test Method 16
Total Kjeldahl Nitrogen	Sample measurement as determined by an Independent Laboratory	Test Method 17
NO ₃ - & NO ₂ - as Nitrogen	Sample measurement as determined by an Independent Laboratory	Test Method 18
Bio. Oxygen Demand	Sample measurement as determined by an Independent Laboratory	Test Method 19
Chem. Oxygen Demand	Sample measurement as determined by an Independent Laboratory	Test Method 20
Frictional Analysis	Sample measurement as determined by an Independent Laboratory	Test Method 21
Specific Gravity ³	N/A	Test Method 2

2.3 Chemical Product and Inhibitor Product Categories

A. Chemical Product Category 1 – Corrosion Inhibited Liquid Magnesium Chloride

(1) The product must meet the following requirements:

- a. General Specifications in Tables 1 and 2.

³ Specific gravity chart with correlating weight percentage and freeze point information presented in 1% increments beginning with a five percent solution. The chart must contain information up to, including, and exceeding, by 5% (or the solubility limits of your product) the concentration being submitted for evaluations.



HEADWATERS® HOT

Salt Brine Performance Enhancer

We combined our proprietary corrosion inhibitor with the melting power of highly concentrated calcium chloride to create **Headwaters® HOT**- the unrivaled liquid brine performance enhancer additive

Headwaters® HOT

- Clean, clear, safe and odorless
- Industry best add rate of 10-19%
- Clear Roads QPL Listed (Category A-3)
- Available via railcar, tanker and totes
- Transforms brine into **HOT Brine**

HOT Brine

- Works down to 0°F
- Corrosion inhibited
- Requires less reapplication
- Environmentally friendly
- Requires less deicer
- Melts more ice

	HOT Brine	Straight Brine	Magnesium Chloride	Calcium Chloride	Brine + Beet Juice
Low Cost (<\$0.50/Gal)	✓	✓			✓
Pre-treatment Use	✓	✓		✓	✓
Effective below 16°F	✓		✓	✓	
High Melting Capacity	✓		✓	✓	
Corrosion Inhibited	✓				✓
Enhanced Adhesion	✓				✓
Odorless	✓	✓	✓	✓	
Clean, Clear & Free Flowing	✓	✓			



Phone: (888) 526-1952
Email: headwaters@pelicanchemicals.com
Web: www.hwdeicers.com





HEADWATERS® *HOT CON*

Solid Brine Performance Enhancer



Why pay to ship brine when you can make it from salt yourself? Now the same cost-effective logic goes for your brine additive!



We are excited to introduce **Headwaters® *HOT CON*** an easily dissolvable powder concentrate form of the **Headwaters® HOT** salt brine additive

Why **Headwaters® *HOT CON***

- ✓ **Headwaters® *HOT CON*** transforms your brine into **HOT Brine**
- ✓ Eliminate unnecessary liquid additive freight costs
- ✓ Reduce or eliminate the need for additive bulk liquid storage
- ✓ Reduce supply chain risks by making what you need on-demand
- ✓ **Headwaters® *HOT CON*** is strategically warehoused and readily available across the US in supersacks and 55# bags

Mixing Information

- ✓ One 20 supersack truckload of **Headwaters® *HOT CON*** can create 100,000 Gallons of **HOT Brine!**
- ✓ Mixing is extremely simple, uses cold water, and requires minimal equipment
- ✓ **Headwaters® *HOT CON*** can be made into a liquid additive, or can be directly added to slightly diluted brine



Phone: (888) 526-1952

Email: headwaters@pelicanchemicals.com

Web: www.hwdeicers.com



HEADWATERS® HOT

The CLEAR Winner vs. Beet

Say goodbye to the era of beet-based brine additives. The future is here with **Headwaters HOT**. Experience a revolution in deicing technology that renders beet-based products completely obsolete.

With **Headwaters HOT**, say farewell to the mess and odor of beet-based products while enjoying superior ice-melting performance, better efficiency, less required product, and major cost-savings.

Don't settle for outdated solutions when you can embrace innovation. **Headwaters HOT** is the ultimate choice for cleaner, superior, more efficient, and more economical salt brine deicing.

	Headwaters® HOT	Beet Heet®	55% Solids® Beet Juice
QPL Certified for treated brine pre-wetting salt	✓	✓	
QPL Certified for treated brine direct road application	✓		✓
Does not plug strainers & nozzles	✓	✓	
Does not have tracking issues	✓		
Does not have bacterial growth issues	✓	✓	
Does not result in fallout/tank sludge	✓	✓	
Does not require added chloride to melt ice	✓	✓	
Appearance	Clean and Clear	Dark Brown	Dark Brown
Odor	None	Coffee- Syrup	Offensive
Freeze Point	<-20.0F	-23.8F	-22.5F
Ingredient Consistency	Perfectly Consistent	Very Consistent	Inconsistent
Exothermic (CaCl ₂ /MgCl ₂) Chloride Content by weight	30.0%	15.3%	0.0%
Total Active Ingredient Content by weight	40.0%	36.8%	18.9%
Average Delivered Cost/Gallon in IL, IA, IN, MI, WI	\$3.00	\$2.01	\$2.01
QPL Certified add rate (%)	19.0%	n/a	30-35%
Manufacturer recommended maximum add rate	19.0%	50.0%	30-35%
Correlating Additive Cost/Gallon	\$0.57	\$1.01	\$0.60 - \$0.70

*Data used from available information from
www.ktechcoatings.com/content/winter-products



Phone: (888) 526-1952
 Email: sales@hwdeicers.com
 Web: www.hwdeicers.com



Headwaters® HOT Salt Brine Enhancer

Product Data Sheet (PDS)

Manufactured by PELICAN CHEMICALS, Headwaters® HOT is a salt brine additive that both improves the melting capacity and reduces the corrosiveness of salt brine deicer. This deicing innovation bundles a high concentration of calcium chloride with a biobased, biodegradable, and clean inhibitor. Headwaters® HOT is Clear Roads Category A-3 QPL listed, so you know it's a product you can trust.

TECHNICAL DATA

Appearance:	Clear/Light Cloudy Amber Liquid
Uses:	Enhancing additive for brine/sodium chloride-based deicers. Brine enhanced with Headwaters HOT can be used for anti-icing (pre-treating roads), deicing or pre-wetting salt in the truck or at the spinner.
Specific Gravity (@68°F):	1.32-1.34
pH:	7.0 – 9.0
Density/Volume (@68°F):	1.33 g/mL 11.09 lbs./Gallon 180.34 Gallons/Short Ton 752.3 Liters/Metric Ton
Freeze Point:	<-20°F
Suggested Addition Rate:	Add 10-19% by volume with 23.3% sodium chloride brine
Finished "HOT Brine" Concentration:	5-7% calcium chloride 18-20% sodium chloride
Corrosion Rate of Finished "HOT Brine":	Certified 3-Day Corrosion Rate of 27.4% (NACE PNS) 72.6% less corrosive than uninhibited brine
Certification(s):	Clear Roads QPL- Category A3

PELICAN CHEMICALS, INC.

(888) 526-1952

Email: headwaters@pelicanchemicals.com

Website: www.pelicanchemicals.com/headwaters-deicing-products





HEADWATERS® HOT BRINE Liquid Application Rate Guide*

US Patent No. 7,653,861

HOT Brine is 23.3% Sodium Chloride Solution, enhanced with **Headwaters® HOT** at a rate of 10-19% by volume

As compared to suggested rates for plain brine (gallons per lane-mile)

Pavement temperature, °F, at time of application	Pre-Treatment				Within-Event													
	Snow	Frost / Black Ice		Freezing Rain		Light Snow		Moderate Snow		Heavy Snow		Frost and Black Ice				Freezing Rain		
		Anti-Icing		Anti-Icing		Anti-Icing		Anti-Icing		Anti-Icing		Anti-Icing		Deicing				
		Plain Brine	HOT Brine	Plain Brine	HOT Brine	Plain Brine	HOT Brine	Plain Brine	HOT Brine	Plain Brine	HOT Brine	Plain Brine	HOT Brine	Plain Brine	HOT Brine			
Over 30	48	30-40	44	30-40	55	32-42	48	34-44	57	40-50	66	46-56	44	31-41	98	70-80	48	32-42
26 to 30	70	49-59	57	40-50	76	50-60	70	49-59	76	53-63	83	58-68	57	40-50	109	76-86	74	50-60
21 to 25	92	64-74	70	50-60	NR	62-72	87	62-72	92	65-75	96	68-78	70	50-60	120	87-97	87	62-72
16 to 20	109	75-85	83	58-68	NR	70-80	100	70-80	105	75-85	109	77-87	83	58-68	NR	95-105	NR	70-80
11 to 15	NR	90-100	NR	80-90	NR	82-92	NR	90-100	NR	95-105	NR	110-120	NR	80-90	NR	120-130	NR	82-92
Below 10	NR	**	NR	**	NR	**	NR	**	NR	**	NR	**	NR	**	NR	**	NR	**

* Optimal application rates will vary based on multiple conditions including but not limited to the type of precipitation, air/ground temperatures, wind, humidity, surface material, and application equipment. The stated application rates are only general guidelines, it is the responsibility of the user to determine the appropriate application rate for their purpose.

** HOT Brine has been successfully utilized at temperatures well below 10°F, however as a rule we do not recommend liquid deicer be utilized below 10°F, and therefore do not publish suggested application rates for temperatures below 10°F.

The values used for "Plain Brine" are from the "Clear Roads Study Establishing Effective Salt and Anti-icing Application Rates" by Blackburn and Associates on September 12, 2014: http://clearroads.org/wp-content/uploads/dlm_uploads/Summary-Report-of-Task-2-Findings.pdf



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PELICAN CHEMICALS, INC.

CERTIFICATE OF ANALYSIS (COA)

PRODUCT INFORMATION	
Product Name	Headwaters® HOT
Chemical Name	Proprietary Salt Brine Enhancer
Certification Standard	Clear Roads QPL A-3
Date of Manufacturing	9/29/21
Lot No.	01092921
Purchase Order Number	4501657648
Quantity (lbs.)	~60,000

ATTRIBUTE	RESULT	SPECIFICATION
Specific Gravity (@60°F)	1.33	1.32-1.34
pH	7.5	7.0 – 9.0
Clear Roads QPL Certification Standard	Conforms	Category A-3

The result values shown are based upon analysis of a manufactured lot number, prior to commercial release. Pelican Chemicals is fully committed to supplying you with the highest quality materials that yield consistent performance. The undersigned certifies that the results above are true to the best of their knowledge.

Certifier: **Scott** (PID#47652)

Date of Certification: **9/29/21**

PELICAN CHEMICALS, INC.

(888) 526-1952

Email: production@pelicanchemicals.com

Website: www.pelicanchemicals.com





PELICAN CHEMICALS, INC.
SAFETY DATA SHEET (SDS)

SDS#: PELSDS172- *Headwaters HOT*

Revision Date: 1/26/21

Emergency Phone Number: +1 (800) 424-9300

Headwaters® **HOT** Salt Brine Enhancer

Safety Data Sheet (SDS)

Section 1: Identification of the Substance or Mixture and of the Supplier

1.A. Product Identifier

Product Name: Headwaters® HOT; Salt Brine Enhancer

Product Form: Mixture

1.B. Other means of Identification

Synonyms: N/A

CAS #: Trade Secret

1.C. Relevant Identified Uses of the Substance or Mixture and Uses Advised Against

Product Uses: Additive for chloride deicing products.

Recommended Restrictions: No specific restrictions recommended.

1.D. Details of the Supplier of the Safety Data Sheet

Company Identity: Pelican Chemicals, Inc.

Company Address: 5920 Sandpiper Dr.

Company City & State: Missoula, MT 59808

Company Phone: (888) 526 – 1952

1.E. Emergency Phone(s)

US (24 Hour): CHEMTREC: (800) 424-9300

Section 2: Hazard(s) Identification

2.A. Classification of the Substance or Mixture

GHS-US: GHS Classification under 2012 OSH Hazard Communication Standard (29 CFR 1910.200):

Causes serious eye irritation (Category 2A), H319

Causes mild skin irritation (Category 2), H316

2.B. Label Elements

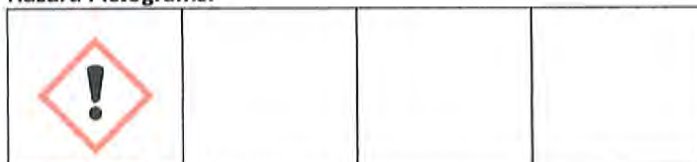
Signal Word: Warning

Hazard Statements:

H319; Causes serious eye irritation.

H316; Causes mild skin irritation.

Hazard Pictograms:



Precautionary Statements:

P264; Wash skin thoroughly after handling.

P280; Wear protective gloves/eye protection/face protection.

P305+P351+P338; IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P337+P313; If eye irritation persists: Get medical advice/attention.

2.C. Hazards Not Otherwise Classified

None Known.

2.D. Unknown Acute Toxicity

None Known.



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Section 3: Composition/Information on Ingredients

In accordance with paragraph (i) of §1910.1200, of the United States Department of Labor Occupational Safety and Health Standards, 1910 Subpart Z- the specific chemical identity and exact percentage (concentration) of this Mixture's composition has been withheld as a trade secret.

Chemical Name	Common Name	CAS #	EINECS#	Weight (%)
Corrosion Inhibitor (Proprietary)	N/A	Trade Secret	Trade Secret	Trade Secret
Calcium Chloride (CaCl ₂)	Calcium Chloride	10043-52-4	233-140-8	20-30%
Dihydrogen Monoxide (H ₂ O)	Water	7732-18-5	231-791-2	Trade Secret

Section 4: First-Aid Measures

4.A. Description of Necessary Measures

General advice: If you feel unwell, obtain medical attention.

Eye contact: If substance has got into the eyes, immediately wash out with plenty of water. Remove contact lenses if present and easy to do so. Continue rinsing for at least 15 minutes. If symptoms persist, obtain medical attention.

Skin contact: Wash with mild soap and water, seek medical advice if irritation persists.

Ingestion: Washout mouth with water. Do not induce vomiting without medical advice. Drink large amounts of water. If large amount swallowed or symptoms develop obtain medical attention.

Inhalation: If inhalation of vapor, mist, or spray occurs and adverse effects result, move person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor/physician.

4.B. Description of Symptoms and Effects

General Symptoms/Injuries: The most important known symptoms and effects are described in section 11.

Eye Contact: Eye Irritation. Eye exposure may cause serious eye irritation and pain. May cause conjunctival swelling and cornea opacification from hypertonic solution. Corneal eye pain, redness, acute corneal thickening or whitening.

Skin Contact: Skin Irritation. Skin exposure may cause slight irritation, redness, itching, swelling. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear. Prolonged contact may cause more severe symptoms. Damage is localized to contact areas.

Ingestion: Consumption causes nausea, vomiting, and increased thirst.

Inhalation: Inhaling mist, spray, or vapor may cause irritation to upper respiratory tract (nose and throat). Nasal mucosal and oropharyngeal erythema.

4.C. Description of Immediate Medical Attention and Special Treatment

If any irritation symptoms from exposure persist, contact a local physician.

Section 5: Fire-Fighting Measures

5.A. Extinguishing Media

Suitable Extinguishing Media: Does not burn. Compatible with all standard extinguishing media and firefighting techniques.

Unsuitable Extinguishing Media: None known.

5.B. Specific Hazards

Description: Non-flammable, Non-combustible liquid, that is not expected to be reactive under normal conditions.

Hazardous combustion products: Hydrogen Chloride Gas, Sodium and Calcium Oxides

5.C. Special Protective Equipment and Precautions for Fire-Fighters

Use goggles, a self-contained breathing apparatus and suitable protective clothing should be worn.

Section 6: Accidental Release Measures

6.A. Personal Precautions, Protective Equipment, and Emergency Procedures

Wear appropriate protective equipment before acting. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Ensure there is a safety shower in the immediate work area.

Ensure there is an eye wash station in the immediate work area.

Spilled material may cause a slipping hazard on some surfaces.

Spills may be tacky and slippery.

6.B. Containment and Clean-up



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Isolate area. Keep unnecessary and unprotected personnel from entering the area.
 Prevent large spills from entering sanitary sewer or storm drains or other waterways.
 Small spills and small amounts of residue may be flushed into normal drainage into ground with copious amounts of water taken up with non-reactive absorbent material.
 Large spills should be held for proper waste disposal.

Section 7: Handling and Storage

7.A. Precautions for Safe Handling

Avoid skin and eye contact.
 Proper use of safety glasses and personal protective equipment required, as described in Exposure Controls/Personal Protection (Section 8) of the SDS. Handle product with efficient industrial hygiene and wash hands after each use. Contain for proper disposal or recycling.

7.B. Conditions for Safe Storage

Store in a closed container away from incompatible materials.
 Store in a cool, dry place protected from weather and sunlight.
 Protect from atmospheric moisture. Keep containers closed when not in use.
 Avoid contact with bromide trifluoride, and 2-furan percarboxylic acid because calcium chloride is incompatible with those substances.
 Contact with zinc forms flammable hydrogen gas, which can be explosive.

Section 8: Exposure Controls/Personal Protection

8.A. Exposure Limits

Chemical Name	OSHA Final PEL TWA	OSHA Final PEL STEL	OSHA Final PEL Ceiling
Calcium Chloride 10443-52-4	15 Mg/m ³ (Total) 5 mg/m ³ (Respirable)	n/a	n/a

No specific OES assigned for the proprietary corrosion inhibitor.

8.B. Appropriate Engineering Controls

When there is a potential for exposure, and emergency eyewash and safety shower should be provided within the immediate work area.

8.C. Individual Protection Measures

Respiratory Exposure Controls: Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. In dusty or misty atmospheres, use an approved particulate respirator. A high-efficiency particulate air (HEPA) N95 should be an effective air-purifying respirator. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

Eye Protection: Wear safety glasses with non-flexible side shields or chemical goggles. A face shield should be worn if a potential for splashing or spraying exists.

Hand Protection: Use gloves chemically resistant to this material. If hands are cut or scratched, use gloves chemically resistant to this material even for brief exposures. Examples of preferred glove barrier materials include: Neoprene, Polyvinyl chloride ("PVC" or "vinyl"), Nitrile/butadiene rubber ("nitrile" or "NBR").

NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also consider all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Body Protection: Wear appropriate protective non-leather protective boots. Wear appropriate protective, impervious clothing. Chemical protective gloves and boots such as PVC, Neoprene, or Heavy Nitrile are recommended. Leather products do not offer adequate protection and will dehydrate with resultant shrinkage and possible destruction.

Work & Hygienic Practices: Wash thoroughly after handling, wash contaminated clothes before next use. Practice good and safe industrial hygiene.



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Section 9: Physical and Chemical Properties

Appearance:	Light Amber Liquid
Odor:	Sweet
Odor threshold:	not applicable
pH:	7.0-9.0
Melting point:	not available
Freezing point:	<0°F
Boiling point/range:	~212°F
Flash point:	not available
Evaporation rate:	not available
Flammability:	not available
Upper/lower flammability or explosive limits:	not available
Vapor pressure:	not available
Vapor density:	not available
Relative density (@20°C):	1.31-1.33
Solubility:	Complete in water
Partition Coefficient: N-octanol/water:	not applicable
Auto-ignition temperature:	not applicable
Decomposition temperature:	not available
Viscosity:	not available

Section 10: Stability and Reactivity

Reactivity:	Hygroscopic
Chemical stability:	Stable under normal conditions
Possibility of hazardous reactions:	None known under normal use
Conditions to avoid:	Prolonged direct exposure to metal
Incompatible materials:	Avoid contact with bromide trifluoride, and 2-furan percarboxylic acid because calcium chloride is incompatible with those substances
Hazardous decomposition products:	When heated to decomposition, this product may emit hydrogen chloride gas and sodium/calcium oxides

Section 11: Toxicological Information

11.A. Likely Routes of Exposure

Eye Contact: May cause serious eye irritation. May cause slight corneal injury. Effects may be slow to heal.

Skin Contact: Brief contact is essentially non-irritating to skin. Prolonged contact may cause skin irritation, even a burn. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear. Not classified as corrosive to the skin according to DOT guidelines.

Ingestion: Low toxicity if swallowed. Small amounts swallowed incidentally because of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Swallowing may result in gastrointestinal irritation or ulceration.

Inhalation: Vapors are unlikely due to physical properties. Mist may cause irritation to upper respiratory tract (nose and throat).

Chronic Effects: Chronic exposures to calcium chloride that cause irritation may cause a chronic dermatitis or mucosal membrane problem. There are no chronic effects known for exposure to the proprietary corrosion inhibitor.

11.B. Symptoms

Solution and or solids may be visible on the skin and or eyes. Localized redness, warmth, and irritation consistent with mechanism of injury: abrasion, burn, hypertonic solution.

Eye Contact: Eye Irritation. Eye exposure may cause serious eye irritation and pain. May cause conjunctival swelling and cornea opacification from hypertonic solution. Corneal eye pain, redness, acute corneal thickening or whitening.



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Skin Contact: Skin Irritation. Skin exposure may cause slight irritation, redness, itching, swelling. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear. Prolonged contact may cause more severe symptoms. Damage is localized to contact areas.

Ingestion: Consumption of solids or hypertonic solutions causes nausea, vomiting, and increased thirst.

Inhalation: Inhaling mist, spray, or vapor may cause irritation to upper respiratory tract (nose and throat). Nasal mucosal and oropharyngeal erythema.

11.C. Effects from Exposure

Sensitization: No information available.

Carcinogenicity: Not found to be a potential carcinogen by OSHA, NTP, or the IARC

Mutagenic data: Not classified as a mutagen per GHS criteria.

Reproductive toxicity: Not classified as a developmental or reproductive toxin per GHS criteria.

STOT- single exposure: No information available.

STOT- repeated exposure: No information available.

11.D. Numerical Measures of Toxicity

Calcium Chloride (CAS# 10043-52-4)

LD50 Oral: 1000 mg/kg (Rat)

LD50 Dermal: 2,630 mg/kg (Rat)

Proprietary Corrosion Inhibitor:

LD50 (rat): >2000 (mg/kg bw)

11.E. Hazardous Toxicology Listings:

None.

Section 12: Ecological Information

12.A. Ecotoxicity

Calcium Chloride (CAS# 10043-52-4)

LC50 Fish 96h: 10,650 (mg/L)

LC50 Daphnia 48h: 3,005 (mg/L)

Proprietary Corrosion Inhibitor:

LC50 Fish 96h: >1000 (mg/L)

LC50 Daphnia 48h: >1000 (mg/L)

EC50 Green Algae 96h: >1000 (mg/L)

Fish Chronic Value: >100 (mg/L)

Daphnid Chronic Value: >100 (mg/L)

Algae Chronic Value: >100 (mg/L)

Fathead Minnow Survival: NOEC: 1.0g/L, LOEC: 3.00 g/L, IC50: 2.20 g/L

Fathead Minnow Growth: NOEC: 0.25g/L, LOEC: 0.50 g/L, IC50: 1.37 g/L

Ceriodaphnia Dubia Reproduction: NOEC: 0.25g/L, LOEC: 0.50 g/L, IC50: 0.43 g/L

Ceriodaphnia Dubia Survival: NOEC: 3.0g/L, LOEC: >3.00 g/L, IC50: >3.00 g/L

Selenastrum Growth: NOEC: 0.03 g/L, LOEC: 0.25 g/L, IC50: >3.00 g/L

12.B. Persistence and Degradability

Calcium Chloride (CAS# 10043-52-4)

Inorganic and not subject to biodegradation.

Proprietary Corrosion Inhibitor:

Rapid biodegradation in the environment, 40% in 5 days.

12.C. Bio accumulative Potential

Believed not to bioconcentrate, because of the relatively high water-solubility.

12.D. Mobility in Soil

Calcium chloride is not expected to be absorbed in soil due to its dissociation properties and high water-solubility. No other adverse environmental effects are expected.

12.E. Other Adverse Effects

None known.

Section 13: Disposal Considerations

Disposal instructions: Reuse or reprocess, if possible. Waste must be disposed of in accordance with federal, state, and local environmental control regulations. Small spills may be flushed into normal drainage into ground with

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copious amounts of water taken up with non-reactive absorbent material. Large spills should be held for proper waste disposal.

Hazardous waste code: This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). This material could become a hazardous waste if it is mixed with or otherwise comes in contact with a hazardous waste, if chemical additions are made to this material, or if the material is processed or otherwise altered. Consult 40 CFR 261 to determine whether the altered material is a hazardous waste. Consult the appropriate state, regional, or local regulations for additional requirements.

Waste from residues/unused: Dispose of in accordance with federal, state, and local environmental control regulations.

Contaminated packaging: Small containers should be emptied to the extent practical and disposed as ordinary trash.

Section 14: Transport Information

U.S. DOT 49 CFR 172.101: Not Regulated.

Canadian Transportation of Dangerous Goods: Not Regulated.

Maritime Transport (IMO/IMDG): Not Regulated.

Section 15: Regulatory Information

TSCA: Headwaters® Corrosion inhibitor is on TSCA inventory.

U.S. Regulations:

OSHA Occupational Chemical Database: Not Listed.

OSHA Process Safety (PSM) (29 CFR 1910.119): Not Regulated.

CERCLA Sections 102a/103, Hazardous Substance (40 CFR 302.4): Not Regulated.

SARA Section 302, Extremely Hazardous Substance (EHS) Emergency Notification and Planning (40 CFR 355.30): Not Listed.

SARA Section 302, Extremely Hazardous Substance (40 CFR 355, Appendix A): Not Listed.

EPCRA Section 311/312, Hazardous Chemical Reporting (40 CFR 370.10): Acute Health Hazard.

EPCRA Section 313, Toxic Release Reporting (40 CFR 372.65): Not Regulated.

TSCA Section 12 (b) export Notification (40 CFR 707, Subpart D): Not Regulated.

Clean Air Act (CAA) Section 112(b) Hazardous Air Pollutants (HAPs) List: Not Regulated.

Clean Air Act (CAA) Section 112® Accidental Release Prevention (40 CFR 68.130): Not Regulated.

Clean Water Act (40 CFR 122.21 and 40 CFR 122.42): Not Regulated.

US Massachusetts Right-To-Know (RTK)- Substance List: Not Listed.

US New Jersey Worker and Community Right-to-Know Act: Not Listed.

US Pennsylvania RTK-Hazardous Substances: Not Listed.

US Rhode Island RTK: Not Listed.

US California Proposition 65: Not Listed.

Section 16: Other Information

Disclaimer: This SDS is provided to be used only as a guide. The information provided in this sheet relates strictly to the designated product as it is provided by Pelican Chemicals, Inc. The responsibility of the buyer of this product is to comply with all applicable governmental requirements and to determine safety conditions for the use of this product. Pelican Chemicals, Inc. is not responsible or liable for any damages that result from handling or contact with this product.

State of Nebraska Department of Transportation

INVITATION TO BID FOR COMMODITIES CONTRACT

SOLICITATION NUMBER	RELEASE DATE
122984 Z5	July 23, 2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
August 13, 2025, 2:00 p.m. Central Time	Eunike Wakia

PLEASE READ CAREFULLY

SCOPE

The State of Nebraska, Department of Transportation (NDOT), is issuing this solicitation for the purpose of selecting a qualified Bidder to provide **Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3)**. 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 Vendor (Parties). The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited commodities, this solicitation may be used to procure the solicited goods for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the solicitation response was evaluated, and 3) the bidder will honor the bidder's original response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
<https://dot.nebraska.gov/business-center/procurement/procurement-commodities/>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Vendor's solicitation response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and <https://dot.nebraska.gov/business-center/contractor/commodity-contracts/>.

In addition, and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the Nebraska Department of Transportation's public website.

These postings will include the entire solicitation response. The bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate 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 SOLICITATION IS PROPRIETARY. COST SHEETS 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 such public postings, except for 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, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter such a waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response 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 solicitation response, awards, and other documents.

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GLOSSARY OF TERMS

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

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award).

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

Agent/Representative: A person authorized to act on behalf of another

Amend: To alter or change by adding, subtracting, or substituting

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

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

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

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

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

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

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

Business Day: Any weekday, except State-recognized holidays

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing later

Change Order: Document that provides amendments to an executed purchase order or contract

Collusion: An agreement or cooperation between two or more people or entities to accomplish a fraudulent, deceitful, or unlawful purpose

Commodities: Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties

Confidential Information: See Proprietary Information

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 Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

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

Contract Period: The duration of the contract

Contractor: See Vendor

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

Cost Sheet: A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

Customer Service: The process of ensuring customer satisfaction by helping and advice on those commodities or services provided by a Vendor

Default: The omission or failure to perform a contractual duty

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

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

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

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 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

Goods: See Commodities

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

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

Invitation to Bid (ITB): See Solicitation

Late Solicitation Response: A solicitation response received after the Opening Date and Time

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Must: See Shall

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

Non-core: See Catalog

Non-Responsive Solicitation Response: Any bid that does not comply with the requirements of the solicitation or cannot be evaluated against the other bids

Non-negotiable: These clauses are controlled by state law and are not subject to negotiation

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

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

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

Personal Property: See Commodities

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

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

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

Proposal: See Solicitation Response

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

Protest/Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract under NDOT's Protest Policy.

Quote: See Solicitation Response

Release Date: The date of public release of the solicitation

Renewal Period: Optional contract periods after the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with "Extension"

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

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

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

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

Termination: Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that 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 people, and subcontractors or agents, and their employees. It shall not include any entity or person who is interested in 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 or service

Vendor: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract.

Vendor Compliance Request: A report completed by the agency using and submitted to the Nebraska Department of Transportation 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

Workday: See Business Day

ACRONYM LIST

ACH – Automated Clearing House

ARO – After Receipt of Order

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

F.O.B. – Free on Board

ITB – Invitation to Bid

NDOT – Nebraska Department of Transportation

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

POC – Point of Contact

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE**A. GENERAL INFORMATION**

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3) at a competitive and reasonable cost.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found to be 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 the Nebraska Department of Transportation. The point of contact (POC) for the procurement is as follows:

ITB Number: 122984 Z5
Name: Eunike Wakia
Agency: Nebraska Department of Transportation
 Operations Division
Mailing Address: PO Box 94759
(USPS delivery) Lincoln, NE 68509-4759
Physical Address: 5001 S. 14th Street
(all other deliveries) Lincoln, NE 68512
Telephone: (402) 479-4852
E-Mail: NDOT.ProcurementSourcing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the Vendor 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 the awarding agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

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

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release solicitation	July 23, 2025
2.	Last day to submit written questions	August 5, 2025
3.	State responds to written questions through a solicitation "Addendum" to be posted to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/	August 8, 2025
4.	Proposal Opening Location: Nebraska Department of Transportation Operations Division 5001 So. 14 th Street Lincoln, NE 68512	August 13, 2025 2:00 PM Central Time
5.	Review for conformance with solicitation requirements	August 13-14, 2025
6.	Evaluation period	August 15-19, 2025
7.	Post "Intent to Award" to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/	August 20, 2025
8.	Contract finalization period	August 20 – August 31, 2025
9.	Contract start date	September 1, 2025

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to NDOT and clearly marked "Solicitation Number 122984 Z5; Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3) Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be submitted to NDOT.ProcurementSourcing@nebraska.gov; it is recommended that bidders submit questions using the following format:

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)

All Bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact 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 NDOT website at: <https://dot.nebraska.gov/media/gurelo3n/us-citizenship-attestation-form.pdf>. This should be accomplished prior to the execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is 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 to influence the bidding process.
2. Utilizing 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 solicitation response on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the State.

The bidder shall include this clause in any subcontract entered for the exclusive purpose of fulfilling this contract.

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

G. DEVIATIONS FROM THE SOLICITATION

The requirements contained in the solicitation (Sections II through V) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through V must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not conflict with the basic nature of the 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.

H. SUBMISSION OF SOLICITATION RESPONSES

Bidders should submit one (1) solicitation response marked on the first page: "ORIGINAL". If multiple solicitation responses are submitted, the State will retain one (1) copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Solicitation responses must reference the solicitation number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's solicitation response packet. If a recipient phone number is required for delivery purposes, (402) 479-4852 should be used. The solicitation number should be included in all correspondence. The State will not furnish packaging and sealing materials.

It is the bidder's responsibility to ensure the solicitation response is received by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted by the date and time of the opening per the Schedule of Events. No late responses will be accepted.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder's understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder's technical requirements in as much detail as possible, including, but not limited to, the information required by the Technical Response instructions.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://dot.nebraska.gov/business-center/business-opportunity/procurement-commodities/>.

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

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

I. INVALID SOLICITATION SUBMISSIONS

NDOT will not accept solicitations by email, electronic, voice, or telephone.

J. SOLICITATION PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH SOLICITATION

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

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

L. SOLICITATION RESPONSE CORRECTIONS

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

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

N. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses WILL NOT be available for viewing by those present at the opening. Responses will be posted to the Nebraska Department of Transportation's website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

O. SOLICITATION 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 as follows:

1. Original Contractual Agreement Form signed manually in ink or by DocuSign.
2. Clarity and responsiveness.
3. Completed Sections II through V.
4. Completed Cost Sheet.

P. EVALUATION COMMITTEE

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

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

Q. EVALUATION OF SOLICITATION RESPONSES

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

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section II.H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the "Contractual Agreement Form" under "Vendor 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 Vendor 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 people described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more people described in subdivision (a) of this subsection.

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

R. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

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

T. AWARD

The State reserves the right to evaluate solicitation responses and award contracts in a manner using criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation.
2. Extend the date and time of opening.
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position.
4. Accept or reject a portion of or all a solicitation response.
5. Accept or reject all responses.
6. Withdraw the solicitation.
7. Elect to re-release the solicitation.
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

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

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

The solicitation does not commit to the State to award a contract. Once intent to award decision has been determined, it will be posted to the internet at: <https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/>.

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the internet. Grievance and protest procedure is available on the internet at: <https://dot.nebraska.gov/media/pwgjyfqi/06-25-policy-25-23-07-signed.pdf>

U. LUMP SUM OR “ALL OR NONE” SOLICITATION RESPONSES

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

“LUMP SUM” OR “ALL OR NONE” RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET

V. REJECTION OF SOLICITATION RESPONSES

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

W. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

X. SPECIFICATIONS

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

Y. SAMPLES

When requested, samples should be furnished at the Vendor's expense prior to the opening of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Vendor's name, the Sample number, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation. The State reserves the right to request samples even though this may not have been set forth in the solicitation. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Vendor wishes to have the sample returned, it will be returned at the Vendor's expense upon request. The sample will not be returned until thirty (30) calendar days after any solicitation protest or the execution of a contract. The Vendor shall have ten (10) calendar days to arrange for the return of the sample to the Vendor following any of the above dates. If no request from the Vendor is received within the above dates, the State reserves the right to use, donate, or surplus the samples in accordance with the State's policies.

Z. ALTERNATE/EQUIVALENT SOLICITATION RESPONSES

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

AA. SOLICITATION TABULATIONS

Solicitation tabulations are available on the website at: <https://dot.nebraska.gov/business-center/procurement/procurement-commodities/>.

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken.
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

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

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

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

A. GENERAL

- 1. The contract resulting from this solicitation shall incorporate the following documents:
 - a. Solicitation including any attachments and addenda.
 - b. Questions and Answers.
 - c. Bidders properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder.
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor’s submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State’s standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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

B. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE

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 bidder will be provided with 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 (Nonnegotiable)

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

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

E. AMENDMENT

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

F. CHANGE ORDERS OR SUBSTITUTIONS

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

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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

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

G. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Solicitation specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

H. NOTICE OF POTENTIAL VENDOR BREACH

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

I. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

J. NON-WAIVER OF BREACH

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

K. SEVERABILITY

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

L. INDEMNIFICATION**1. GENERAL**

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

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

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

4. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this contract, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

M. ATTORNEY FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails

N. ASSIGNMENT, SALE, OR MERGER

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

The Vendor retains the right to enter a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and performs all obligations of the contract.

O. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including the price of the contract, may not be amended. The State shall not be contractually obligated or liable for any contract entered pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

P. FORCE MAJEURE

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 an unforeseeable natural or man-made event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

Q. CONFIDENTIALITY

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

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

R. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute.
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business.
 - c. A trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court.
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders.
 - e. an involuntary proceeding has been commenced by any party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code.
 - g. Vendors intentionally disclose confidential information.
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

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

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

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

T. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

U. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination based on disability by public entities.

V. ACCEPTABLE GOODS

All products proposed shall be of the latest manufacture in as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features.

Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the solicitation response.

If manufacturer's information necessary to show compliance with these specifications is not attached to the solicitation response, the Vendor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the solicitation response.

W. DELIVERY ARO

For each District bid, Bidder certifies they can meet delivery to all locations within a District as specified in Attachment A Bid Sheet for Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3). Additionally, Bidder agrees to deliver to any additional storage and/or locations within each District that NDOT may add at any time during the term of the contract. Delivery shall be within fifteen (15) calendar days after receipt of the Purchase Order.

X. ORDERS AND DELIVERY

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

Shipments of Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3) to specified locations will be in truckloads of approximately 4500 gallons. There will be no minimum order requirements. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Vendor will immediately notify the point of contact of the expected delivery date.

All orders must reference a purchase order number, and the purchase order number must be referenced on the packing slip and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

1. FAILURE TO DELIVER

- a. If the Vendor cannot make delivery as stated on the purchase order and as specified in this ITB and delays in delivery are anticipated, the Vendor will immediately notify the point of contact of the expected delivery date.
- b. The State reserves the right to cancel orders and place the order with another vendor when the Vendor is unable to complete an order as specified in the ITB. The difference in cost between contracted amount and that which is paid by the State will be charged to the account of original Vendor.

At the time of delivery, a designated State of Nebraska employee will sign the “bill of lading/delivery weigh ticket/invoice packing slip”. This signature will only indicate that the order has been received and that the items delivered agree with the bill of lading/delivery weigh ticket/invoice/packing slip. The signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

Deliveries are to be made during normal business hours, except State Holidays, between 8:00 a.m. and 4:00 p.m., Monday-Friday. The exception will be during summer hours. District locations will work extended days Monday-Thursday. A list of Districts and workday hours will be provided to the Vendor. A 24-hour advance notice to NDOT personnel shall be provided prior to delivery. If an emergency exists, delivery may be made through prior arrangements with receiving personnel. A successful Vendor will maintain sufficient inventory to process and deliver within fifteen (15) calendar days.

State Holidays are as follows:

New Years Day	January 1*
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Juneteenth	June 19*
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25*

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

Y. FIELD INSPECTION, UNLOADING, SAMPLING AND TESTING.

Prior to delivery of each load, Vendor shall provide a 24-hour advance delivery notification to NDOT District Personnel during normal working hours as specified under “Orders and Delivery”.

Vendors shall not offload any material without affording the Nebraska Department of Transportation (NDOT) an opportunity to conduct field inspection, sampling or testing. Sampling of the liquid deicing products will be conducted by the Department. A one-gallon sample may be taken at the point of delivery from either the tanker truck or from the Department’s receiving tank (if the tank was empty prior to delivery). Samples obtained from the tanker truck will be taken from the transfer hose, in one-third increments as the product is being transferred. Offloading of material without affording NDOT an opportunity to conduct said work shall deem the delivered material non-compliant and subject to total rejection. Only with prior written approval granted by NDOT shall the Vendor offload any material without field inspection, sampling and testing.

All testing will be conducted by NDOT, and the field samples will be large enough for additional testing. Field samples will be retained for three months and records of the tests will be retained by NDOT. Samples sent to the NDOT Laboratory will be tested for conformance to specification during the year. Each product may be tested for specific parameters; if a sample fails to comply with the requirements stipulated herein, the price adjustments specified in Attachment B (Price Adjustments for Clear Roads Category A3 - Corrosion Inhibitor for Sodium Chloride Brine) may apply. The Vendor will be notified immediately of the material not meeting specifications and the Vendor will be expected to take action to correct the problem. All deliveries may cease until the Department determines that the required specifications are being met, and that adequate quality control has been re-established by the Vendor. The Vendor may also be held responsible for the cost of removal cleanup of all delivered material that fails to comply with this specification. Test results from the NDOT Laboratory will be final and in the best interest of NDOT. In the event a product fails more than one test requirement, resulting in more than one price adjustment, the highest resulting price adjustment will be the adjustment applied. Attachment B Price Adjustments - Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3) outlines the price adjustments for non-conforming products.

Z. QUALITY

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.

A guarantee of satisfactory performance by the Vendor and meeting delivery dates are an integral part of the purchase contract resulting from this solicitation.

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.

AA. SAMPLES

When requested, samples should be furnished at the bidder’s expense prior to the opening of the bid, unless another time is specified. Each sample should be labeled clearly, and identify the bidder’s name, the ITB number, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the Bid. The

State reserves the right to request samples even though this may not have been set forth in the ITB. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request. The sample will not be returned until thirty (30) calendar days after any Bid protest or, the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample to the Bidder following any of the above dates. If no request from the bidder is received within the above dates, the State reserves the right to use, donate, or surplus the samples in accordance with the State's policies

Failure to provide samples or samples not meeting the specifications may void the solicitation response or constitute a breach of the contract resulting from this solicitation.

Upon a written request from the State of Nebraska Department of Transportation, sample(s) shall be shipped to:

Attn
Jasmine Dondlinger
Materials and Research
1400 Nebraska Parkway
Lincoln NE 68502

Receiving hours are between 8:00 A.M. and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed). An authorized manufacturer representative must be available for on-site assistance within forty-eight (48) hours of a request at no additional charge. Vendor may be responsible for costs to repair damage to equipment/systems attributable to products being tested.

BB. ANNUAL USAGE, ESTIMATED

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

See attachment A – Bid Sheet for Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3).

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken.
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

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

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

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

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

If the Vendor intends to utilize any subcontractor, the subcontractor’s level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay all subcontractors in accordance with the Vendor’s agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

The vendor shall ensure that the terms and conditions contained in any contract with a subcontractor do not conflict with the terms and conditions of this contract.

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

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <https://dot.nebraska.gov/media/gurelo3n/us-citizenship-attestation-form.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

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

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

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

G. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on Attachment A – Bid Sheet for Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3) shall remain fixed for the first full year of the contract. Any request for price increase, subsequent to the first year must be submitted in writing to the NDOT for approval of a minimum of 30 days prior to proposed effective date of increase and be accompanied by documentation justifying the price increase. These documents include, but are not limited to the following:

1. Invoices for physical components of the contracted items.
2. Manufacturer letter of price increase, if applicable. Further documentation may be required by the State to justify the increase.

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

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

H. PERMITS, REGULATIONS, LAWS

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

I. ANTITRUST

The Vendor hereby assigns to the State 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.

J. CONFLICT OF INTEREST

By submitting a solicitation response, the vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

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

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

K. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tears are expected.

L. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must plan with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State based on lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

M. ADVERTISING

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

N. DISASTER RECOVERY/BACK UP PLAN

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

O. DRUG POLICY

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

P. WARRANTY

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails for its essential purpose, the Vendor will refund the full amount of any payments that have been made. 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.

Q. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

R. USAGE REPORT

The Vendor shall, upon request by the Nebraska Department of Transportation, provide a usage report of this contract by state agencies and political subdivisions.

The reporting period may be determined based on need and may include the following:

- a. Agency name, item(s), and dollar amount and shall include the information of the period requested.

Any additional report the Nebraska Department of Transportation may deem necessary.

S. DELIVERY LOCATIONS / INSTRUCTIONS

Vendor must provide products to all applicable delivery locations/instructions.

See Attachment A – Bid Sheet for Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Category A3).

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken.
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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

B. TAXES (Nonnegotiable)

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

C. INVOICES (Nonnegotiable)

Invoices for payment must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. All invoices must reference a purchase order number, and the purchase order number must be referenced on the packing slip, stamped weight ticket and invoice.

Send invoices to: NDOT.ProcurementInvoices@nebraska.gov

The terms and conditions included in the Vendor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT (Nonnegotiable)

Payment will be made by the agency responsible in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F. LATE PAYMENT (Nonnegotiable)

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

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

The State’s obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those

payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or conditions found because of the audit.

V. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

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

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

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

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether the Vendor’s alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

Read these specifications carefully. All exceptions to these specifications must be written on or attached to solicitation response. Any non-compliance may result in your solicitation response being deemed non-responsive.

It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understanding or wrongful interpretations of this solicitation by any Vendor.

C. TECHNICAL SPECIFICATIONS AND REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. All products being submitted for this ITB must include one (1) one-gallon container sample of product(s).</p> <p>Sample(s) of product(s) shall be provided by the bid opening date at no cost to the State and will not be returned to the Bidder upon completion of testing. Sample(s) of Product(s) are to be material and construction as bid. Failure to supply sample(s) and /or sample(s) that do not meet specifications and/or fail any of the protocols/tests as outlined herein, may be grounds to reject the bid. Bids may be rejected based on the quality of samples(s) provided. Sample(s) shall be shipped to:</p> <p>Nebraska Department of Transportation Materials and Research Division Chemistry Laboratory 1400 Nebraska Parkway Lincoln NE 68502</p> <p>Receiving hours are between 8:00 am and 4:00 pm, Monday – Friday (excluding State holidays and/or as otherwise directed).</p>
			<p>2. Condition as Received: The corrosion inhibitor product bid shall be flowable and have the capability to be mixed fully into the concentrated sodium chloride brine solution at a minimum temperature of 15°F.</p>
			<p>3. The finished corrosion inhibited sodium chloride shall have a minimum sodium chloride concentration of no less than 15% meeting ASTM D632.</p>
			<p>4. The product shall have a minimum corrosion inhibitor concentration of no less than 15%. The finished product shall have a Corrosion Percent Effectiveness Rating of 30% or less. (Clear Roads Test Method 5)</p>
			<p>5. The finished product shall provide eutectic temperature points equal to or lower than that of a standard uninhibited liquid sodium chloride brine of 23.3% concentration.</p>
			<p>6. The finished product pH must be 6.0 – 10.0 (Clear Roads Test Method 4)</p>
			<p>7. This liquid corrosion inhibitor when added to concentrated sodium chloride brine will provide a finished product that is compliant to all the Clear Roads Snow and Ice Control Chemical Program General Specifications listed in Tables 1 and 2. (See Attachment C)</p>
			<p>8. The inhibitor shall be capable of being homogenously mixed with the 23% to 24% concentration of sodium chloride brine and resulting in a finished product that does not separate or settle out.</p>

			9. Storage class of inhibitor: The corrosion inhibitor must be capable of being stored at a minimum temperature class as delivered until time of use with no separation or settling. Class 1: 10° F Class 2: 0°F
			10. The corrosion inhibitor product shall not contain greater than 1.0% (V/V). Total settleable Solids/Solids Passing a 310 Sieve. (Clear Roads Test Method 6) Storage temperature: Designated Storage Class ± 2°F Total settleable solids (V/V): 1.0% maximum Solids passing a #10 Sieve: 99.0% minimum
			11. Specific Gravity must be 1.265 – 1.340 (Clear Roads Test Method 2)
NOTES/COMMENTS:			

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, NDOT is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" 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 Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

_____ 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.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	
ADDRESS:	
PHONE:	
EMAIL:	
BIDDER NAME & TITLE:	
SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	

Attachment A - Bid Sheet
Corrosion Inhibitor for Sodium Chloride (Clear Roads Category A3)

* Allowing for one (1) Load.

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	District Bid - Price Per Gallon
1	David City	235 Iowa St. 68632	4500*	\$ -
	Greenwood	12909 238th St. 68366		
	Lincoln - Superior St.	302 Superior St. 68521		
	Seward	2500 NE Hwy 15, 68434		
	Wahoo	2311 Aspen St, 68066		
	Beatrice	117 Hill St, 68310		
	Blue Springs	38586 NE Hwy 112, 68318		
	Dorchester	508 W Depot St, 68343		
	Fairbury	1500 K St, 68352		
	Lincoln - Salt Valley	5300 Salt Valley View St, 68512		
	Pawnee City	900 B St, 68420		
	Wilber	RP 61, NE Hwy 41, 68465		
	Auburn	2127 J St, 68310		
	Eagle	1207 S 214th Street, 68347		
	Falls City	1525 E 14th St, 68355		
	Nebraska City	6170 US Hwy 75, 68410		
	Palmyra	510 F Road (Hwy 2), 68418		
	Syracuse	RP 51.5, NE Hwy 50, 68446		
	Tecumseh	772 N. 1st St. 68450		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
2	Omaha- Dome	4425 S 108th St, 68145	25,503	\$ -
	Omaha - Mormon Bridge	5015 Battlefield Dr, 68152		
	Omaha - South	5929 S 25th St, 68107		
	Blair	2252 Pittack St, 68008		
	Fremont	2550 W 23rd Dr, 68026		
	Elkhorn	2829 N 204th St, 68022		
	Manley	RP 13, NE Hwy 1, 68403		
	Melia Hill	15525 S 234th St, Gretna, 68028		
	Plattsmouth	1000 S 22nd St, 68048		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
3	Albion	2664 NE Hwy 39, 68620	6,319	\$ -
	Clarkson	120 Bryan St, 68629		
	Humphrey	26830 State HWY 91 68642		
	Schuyler	E 22nd & H St, 68661		
	Bloomfield	54506 NE Hwy 84, 68718		
	Neligh	910 E Hwy 275, 68756		
	Niobrara	52450 Hwy 12, 68760		
	Plainview	86398 538 Ave. 68769		
	Norfolk	NE Hwy 24 Channel Rd.		
	West Point	1500 N Lincoln St. 68788		
	Columbus	3636 8th St. 68601		
	Dakota City	2300 Broadway St. 68731		
	Lyons	1150 County Rd. RS 63038		
	S. Sioux City	1521 Hwy 110, 68731		
	Crofton	55268 NE Hwy 12 68730		
	Hartington	215 Industrial Rd 68739		
	Creighton	301 Main St. 68729		
		Gavins Point Maintenance Shop Rd. & Hwy 121		
	Laurel	214 US Hwy 20 N, 68745		
		Jct Hwy 81 & Hwy 20		
		Jct Hwy 12 & Hwy 57		
		Jct Hwy 45 & 32		
		Jct Hwy 32 & Hwy 121		
	Newcastle	102 Broadway St. 68757		
	Wayne	1300 E 7th St. 68787		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
4	Central City	1406 6th St, 68826	5,710	\$ -
	Fullerton	54957 NE Hwy 14, 68638		
	Greeley	401 N Railway St, 68842		
	Loup City	47561 NE Hwy 92, 68853		
	Ord	620 U St, 68862		
	St Paul	1355 US Hwy 281, 68873		
	Geneva	535 S 13th St, 68361		
	Hebron	110 N 13th St, 68370		
	Osceola	521 N Kimmel St, 68651		
	Strang	RP 76, NE Hwy 74, 68444		
	York	121 W South 21st St, 68467		
	Grand Island	3305 W Old Potash Hwy, 68802		
	Kearney (I-80)	415 W Talmadge St, 68845		
	Kearney (Hwy 30)	4001 W US Hwy 30, 68848		
	Ravenna	42775 NE Hwy 2, 68869		
	Shelton	4558 Shelton Rd, 68876		
	Aurora	RP 61, NE Hwy 14, 68818		
	Ayr	11990 6th St, 68925		
	Harvard	975 US Hwy 6, 68944		
	Hasting s	111 E US Hwy 6, 68902		
	Red Cloud	602 S US Hwy 281, 68970		
	Superior	1330 E 3rd St, 68978		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
5	Alliance	298 Husker Rd 69301	4500*	\$ -
	Chadron	430 Stockade Road, 69337		
	Crawford	3621 Hwy 20, 69339		
	Gordon	6737 NE Hwy 27, 69343		
	Harrison	840 US Hwy 20, 69346		
	Hemingford	821 Rolland Ave, 69348		
	Bridgeport	510 E US Hwy 385, 69336		
	Gering	140375 Rundell Rd, 69341		
	Oshkosh	RP 104.5, US Hwy 26, 69154		
	Chappell	1450 Road 165, 69129		
	Harrisburg	RP 39, NE Hwy 71, 69345		
	Kimball	3979 Road 32, 69145		
	Sidney	2320 Illinois St, 69162		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
6	Gothenburg	123 Lake Ave, 69138	4500*	\$ -
	Lexington	2812 Plum Creek Pkwy, 68850		
	Maxwell	20053 E Island Road, 69151		
	North Platte (-I80)	500 W South River Rd, 69103		
	North Platte (W - 30)	2400 W 14th St, 69103		
	Sutherland	920 NE Hwy 25, 69165		
	Wallace	201 E NE Hwy 23, 69169		
	Big Springs	114 Frontage Rd, 69122		
	Ogallala	307 E D St S, 69153		
	Lake Mac (Brule)	MM 141.3, US-26, 69127		
	Paxton	2051 E County Rd 80, 69155		
	Ansley	406 Division St, 68814		
	Arnold	510 S Carroll St, 69120		
	Broken Bow	515 E South E St, 68822		
	Oconto	78008 NE Hwy 21, 68860		
	Arthur	118 W Hawkins St, 69121		
	Hyannis	401 E Hwy 2, 69350		
	Mullen	402 SE 1st St, 69152		
	Stapleton	122 NE Hwy S57A, 69163		
	Thedford	83880 US Hwy 83, 69166		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
7	Alma	1004 10th St, 68920	4500*	\$ -
	Franklin	1814 I St, 68939		
	Holdrege	1013 W 4th Ave, 68949		
	Minden	509 W 9th St, 68959		
	Arapahoe	703 11th St, 68922		
	Elwood	101 Ripley St, 68937		
	Maywood	38587 NE Hwy 23		
	McCook	38764 US Hwy 6, 69001		
	Benkelman	70600 Avenue 338, 69021		
	Grant	328 E NE Hwy 23, 69140		
	Imperial	101 South St, 69033		
	Palisade	72647 NE Hwy 25A, 69040		

District	Yard	Address	Est. Annual Usage- 5 year Avg. (Gallons)	Bid - Price Per Gallon Delivered
8	Ainsworth	736 E 4th St, 69210	9,257	\$ -
	Bassett	RP 180, US Hwy 183, 68714		
	Springview	306 N Main St, 68778		
	Atkinson	504 N Carberry St, 68713		
	Bartlett	210 Randolph St, 68622		
	Burwell	82403 NE Hwy 11, 68823		
	Naper	47004 NE Hwy 12, 68755		
	O'Neill	404 W Douglas St, 68763		
	Spencer	401 Hillcrest Blvd, 68777		
	Taylor	82367 Rusho Dr, 68879		
	Cody	312 W Ohio St, 69211		
	Merriman	511 N Main St, 69218		
	Valentine	89954 St Hwy 97		

REVISED Attachment B
PRICE ADJUSTMENTS - CORROSION INHIBITOR FOR SODIUM CHLORIDE BRINE
(CLEAR ROADS PRODUCT CATEGORY A3)

All testing will be conducted by NDOT, and the field samples will be large enough for additional testing. Field samples will be retained for three (3) months and records of the tests will be retained by NDOT.

1. **Price adjustments based on total settleable solids.** Field samples taken of the delivered material will be measured for percent total settleable solids, according to the Clear Roads Test Method 6. If the test results are out of specification, the Contractor will be subject to price adjustments based on the total of the respective shipment, as follows:

% Settleable Solids Sieve	
Test Results	Pay
<1.0	100.0%
1.1-1.8	87.5%
1.9-2.5	75.0%
2.6-3.3	62.5%
3.4-4.0	50.0%
>4.0	*

* Test results in this range may constitute unacceptable material and could result in rejection or require recovery and cleanup at the Contractor's expense.

2. **Price adjustments based on solids passing #10 sieve.** Field samples taken of the delivered material will be measured for percent solids passing #10 sieve, according to the Clear Roads Test Method 6. If the test results are out of specification, the Contractor will be subject to price adjustments based on the total of the respective shipment, as follows:

% Solids Passing #10 Sieve	
Test Results	Pay
>99.0	100.0%
98.8-98.9	87.5%
98.5 - 98.7	75.0%
98.3-98.4	62.5%
98.0 - 98.2	50.0%
<98.0	*

* Test results in this range may constitute unacceptable material and could result in rejection or require recovery and cleanup at the Contractor's expense.

3. **Price adjustments based on potential hydrogen (pH).** Field samples taken of the delivered material will be measured for pH according to Clear Roads Test Method 4. If the test results are out of specification, the Contractor will be subject to price adjustments based on the total of the respective shipment, as follows:

pH		
Test Results		Pay
6.0 – 10.0		100%
5.7 – 5.9	10.1 – 10.3	87.5%
5.5 – 5.6	10.4 – 10.5	75.0%
5.2 – 5.4	10.6 – 10.8	62.5%
5.0 – 5.1	10.9 – 11.0	50.0%
<5.0	>11.0	*

* Test results in this range may constitute unacceptable material and could result in rejection or require recovery and cleanup at the Contractor's expense.

4. **Price adjustments based on specific gravity.** Field samples taken of the delivered material will be checked for specific gravity according to **Clear Roads Test Method 2**. If the test results are out of specification, the Contractor will be subject to price adjustments based on the total of the respective shipment as follows:

Specific Gravity		
Test Results		Pay
1.24 - 1.34		100.0%
1.23	1.35	87.5%
1.22	1.36	75.0%
1.21	1.37	62.5%
1.20	1.38	50.0%
<1.20	>1.38	*

For example, if a test result of a field sample yields **1.23**, then the sample is out of specification by **0.01** and the price adjustment would therefore be 87.5% pay.

* Test results in this range may constitute unacceptable material and could result in rejection or require recovery and cleanup at the Contractor's expense.

5. **Price adjustments based on corrosion rate.** Field samples taken of the delivered material will be measured for the corrosion rate according to the Clear Roads **Test Method 5**. If the test results are out of specification, the Contractor will be subject to price adjustments based on the total of the respective shipment as follows:

Corrosion Rate (% less corrosive than NaCl)	
Test Results	Pay
>70.0	100.0%
65.0 - 69.9	87.5%
60.0 - 64.9	75.0%
55.0 - 59.9	62.5%
50.0 - 54.9	50.0%
<50.0	*

* Test results in this range may constitute unacceptable material and could result in rejection or require recovery and cleanup at the Contractor's expense.

SOLICITATION ADDENDUM 1 REVISED SCHEDULE OF EVENTS

SOLICITATION NUMBER: ITB 122984 Z5
Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Cat A3)
Opening Date: August 18, 2025
Addendum Effective Date: August 8, 2025

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 approximate and subject to change. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

	ACTIVITY	DATE/TIME
1.	State responds to written questions through a solicitation "Addendum" to be posted to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/	August 8, 2025 August 12, 2025
2.	Proposal Opening Location: Nebraska Department of Transportation Operations Division 5001 So. 14 th Street Lincoln, NE 68512	August 13, 2025 August 18, 2025 2:00 PM Central Time
3.	Review for conformance with solicitation requirements	August 13-14, 2025 August 18-19, 2025
4.	Evaluation period	August 15-19, 2025 August 20-22, 2025
5.	Post "Intent to Award" to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/	August 20, 2025 August 25, 2025
6.	Contract finalization period	August 20 – August 31, 2025 Aug. 25, 2025 – Sept. 10, 2025
7.	Contract start date	September 1, 2025 September 11, 2025

This addendum will be incorporated into the solicitation.

SOLICITATION ADDENDUM TWO REVISED SCHEDULE OF EVENTS

SOLICITATION NUMBER: ITB 122984 Z5
Corrosion Inhibitor for Sodium Chloride Brine (Clear Roads Cat A3)
Opening Date: August 25, 2025
Addendum Effective Date: August 12, 2025

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 approximate and subject to change. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
1.	State responds to written questions through a solicitation "Addendum" to be posted to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/	August 8, 2025 August 12, 2025 August 18, 2025
2.	Proposal Opening Location: Nebraska Department of Transportation Operations Division 5001 So. 14 th Street Lincoln, NE 68512	August 13, 2025 August 18, 2025 August 25, 2025 2:00 PM Central Time
3.	Review for conformance with solicitation requirements	August 13-14, 2025 August 18-19, 2025 August 25-26, 2025
4.	Evaluation period	August 15-19, 2025 August 20-22, 2025 August 27-29, 2025
5.	Post "Intent to Award" to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procurement-commodities/	August 20, 2025 August 25, 2025 September 2, 2025
6.	Contract finalization period	August 20 – August 31, 2025 Aug. 25, 2025 – Sept. 10, 2025 Sept. 2 – Sept 16, 2025
7.	Contract start date	September 1, 2025 September 11, 2025 September 17, 2025

This addendum will be incorporated into the solicitation.



ADDENDUM THREE

Date: August 15, 2025

To: All Vendors

From: Eunike Wakia, Procurement Officer
Nebraska Department of Transportation

RE: Questions and Answers for Invitation to Bid Number 122984 Z5, Corrosion Inhibiter for Sodium Chloride Brine (Clear Roads Category A3) to be opened **August 25, 2025, at 2:00 p.m.**

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

Solicitation Section Reference	ITB Page Number	Question	Answers
		1. I am unable to find the category A3 on the Clear Roads Product list. Is this the correct spec?	<p>Please visit the following URL https://www.clearroads.org/qualified-product-list/, select QPL Listing dated 7/28/2025, scroll down to Page 8 to see Category A3; also see Guidance Document for Material Qualified Products List, Specifications, Test Methods and Product Purchasing.</p> <p>NOTE: NDOT spec listed herein takes precedence over the information located in the link.</p>
Attachment-B-122984	2 of 2, Section 4	2. We recently reformulated our AMP product (officially listed on the QPL on 7/25/25) and it has a Specific Gravity of 1.262. The range in Section 4 for 100% pay is 1.265-1.340. We are wondering if we can get this range changed to accommodate our new Specific Gravity of 1.262, and how we can go about that.	See amended language below and <u>Revised</u> Attachment B for ITB 122984 Z5

Attachment-B-122984	2 of 2, Section 4	3. Our old AMP had a Specific Gravity of 1.283, so we had a good buffer for the low end of the range. We would like the propose the new range be 1.244-1.340 to make sure the top end of the existing range is still preserved for other potential bidders and products as well, but extended lower to accommodate the change to our AMP product, please.	See amended language below and <u>Revised</u> Attachment B for ITB 122984 Z5.
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This Addendum hereby amends the Invitation to Bid as follows:

Whereas Section V. Project Description and Scope of Work, C.7, C.9, C.10 & C.11 in the Technical Specifications and Requirements in the ITB and subsequent contract is deleted:

C. TECHNICAL SPECIFICATIONS AND REQUIREMENTS

			7. This liquid corrosion inhibitor when added to concentrated sodium chloride brine will provide a finished product that is compliant to all the Clear Roads Snow and Ice Control Chemical Program General Specifications listed in Tables 1 and 2. (See Attachment C).
			9. Storage class of inhibitor: The corrosion inhibitor must be capable of being stored at a minimum temperature class as delivered until time of use with no separation or settling. Class 1: 10o F Class 2: 0oF
			10. The corrosion inhibitor product shall not contain greater than 1.0% (V/V). Total settleable Solids/Solids Passing a 310 Sieve. (Clear Roads Test Method 6) Storage temperature: Designated Storage Class ± 2oF Total settleable solids (V/V): 1.0% maximum Solids passing a #10 Sieve: 99.0% minimum
			11. Specific Gravity must be 1.265 – 1.340 (Clear Roads Test Method 2)

And hereby amended and replaced with the following:

C. TECHNICAL SPECIFICATIONS AND REQUIREMENTS

			7. This liquid corrosion inhibitor when added to concentrated sodium chloride brine will provide a finished product that is compliant to all the General Specifications listed in the Clear Roads guidance document: https://www.clearroads.org/qualified-product-list/ .
			9. The corrosion inhibitor must be capable of being stored at 0°F as delivered until time of use with no separation or settling.
			10. The corrosion inhibitor product shall not contain greater than 1.0% (V/V) total settleable solids and shall have at least ninety-nine percent (99.0%) of the solids passing through a #10 sieve after being stored at -17.8°C +/- 1°C (0°F +/- 2°F) for 168 hours (seven days). (Clear Roads Test Method 6).
			11. Specific Gravity must be 1.24 – 1.34 (Clear Roads Test Method 2)

****See REVISED Attachment B** under the following link:

<https://dot.nebraska.gov/business-center/procurement/procurement-commodities/122984-z5/>.

****Attachment C is hereby voided, removed, and no longer part of this Invitation to Bid.**

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



ADDENDUM FOUR

Date: August 21, 2025

To: All Vendors

From: Eunike Wakia, Procurement Officer
Nebraska Department of Transportation

RE: Revision of Requirements - Invitation to Bid Number 122984 Z5, Corrosion Inhibiter for Sodium Chloride Brine (Clear Roads Category A3) to be opened **August 25, 2025, at 2:00 p.m..**

This Addendum hereby amends the Invitation to Bid as follows:

Whereas the ITB and subsequent contract are hereby amended to add the following language:

Section I. H. SUBMISSION OF SOLICITATION RESPONSES, seventh paragraph:

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign or other electronic means with signature authentication/certification and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

SECTION I. N. SOLICITATION REQUIREMENTS, number one:

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 as follows:

1. Original Contractual Agreement Form signed manually in ink or by DocuSign or other electronic means with signature authentication/certification;
2. Clarity and responsiveness;
3. Completed Sections II through V;
4. Completed Cost Sheet.

CONTRACTUAL AGREEMENT FORM, middle of page:

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN OR OTHER ELECTRONIC MEANS WITH SIGNATURE AUTHENTICATION/CERTIFICATION.

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

Certificate Of Completion

Envelope Id: 0674E463-B7BC-44B2-9D46-D480516B1E68

Status: Completed

Subject: Complete with Docusign: 16210 CC Pelican Contract ready for NDOT signature - Compressed.pdf

Source Envelope:

Document Pages: 93

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Sarah Falk

AutoNav: Enabled

1500 Hwy 2

Envelopeld Stamping: Enabled

Lincoln, NE 68502

Time Zone: (UTC-06:00) Central Time (US & Canada)

Sarah.Falk@nebraska.gov

IP Address: 164.119.5.8

Record Tracking

Status: Original

Holder: Sarah Falk

Location: DocuSign

9/24/2025 3:46:51 PM

Sarah.Falk@nebraska.gov

Signer Events

Rita Kucera

rita.kucera@nebraska.gov

NDOT Procurement Manager

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Rita Kucera

97519D62FFCF460...

Signature Adoption: Pre-selected Style

Using IP Address: 164.119.5.222

Timestamp

Sent: 9/24/2025 3:50:56 PM

Viewed: 9/25/2025 1:47:01 PM

Signed: 9/25/2025 1:48:14 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/24/2025 3:50:56 PM

Certified Delivered

Security Checked

9/25/2025 1:47:01 PM

Signing Complete

Security Checked

9/25/2025 1:48:14 PM

Completed

Security Checked

9/25/2025 1:48:14 PM

Payment Events

Status

Timestamps

Certificate Of Completion

Envelope Id: 0674E463-B7BC-44B2-9D46-D480516B1E68

Status: Completed

Subject: Complete with Docusign: 16210 CC Pelican Contract ready for NDOT signature - Compressed.pdf

Source Envelope:

Document Pages: 93

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Sarah Falk

AutoNav: Enabled

1500 Hwy 2

Envelopeld Stamping: Enabled

Lincoln, NE 68502

Time Zone: (UTC-06:00) Central Time (US & Canada)

Sarah.Falk@nebraska.gov

IP Address: 164.119.5.8

Record Tracking

Status: Original

Holder: Sarah Falk

Location: DocuSign

9/24/2025 3:46:51 PM

Sarah.Falk@nebraska.gov

Signer Events

Rita Kucera

rita.kucera@nebraska.gov

NDOT Procurement Manager

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Rita Kucera

97519D62FFCF460...

Signature Adoption: Pre-selected Style

Using IP Address: 164.119.5.222

Timestamp

Sent: 9/24/2025 3:50:56 PM

Viewed: 9/25/2025 1:47:01 PM

Signed: 9/25/2025 1:48:14 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/24/2025 3:50:56 PM

Certified Delivered

Security Checked

9/25/2025 1:47:01 PM

Signing Complete

Security Checked

9/25/2025 1:48:14 PM

Completed

Security Checked

9/25/2025 1:48:14 PM

Payment Events

Status

Timestamps