

ADDENDUM FIVE, QUESTIONS and ANSWERS

Date: August 6, 2018

To: All Bidders

From: Buffy Meyer, Buyer
AS Materiel Purchasing

RE: Addendum for Invitation to Bid Number ITB 5899 OF; Highway Deicing Salt to be opened August 15, 2018 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid ITB It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	F. Orders & Delivery/ Failure to Deliver	25	At what point will a secondary source be chosen and will the source be the next lowest bidder or any contractor that can deliver salt? I'm trying to understand if this applies at 31 days if the requirement is 30 days or if you are willing to work with the vendor. I don't see a liquidated damages clause as in the past.	This is a decision that will be made when the Contractor is unable to deliver as specified. The state would prefer to learn about delivery problems <i>before</i> orders miss their deadlines – NDOT is requiring Contractor(s) to notify the point of contact as soon as they become aware of delivery problems. Paragraph F.3.a requires the Contractor to immediately notify the point of contact when there is an expected delivery delay, or when the Contractor is unable to complete an order as specified in this ITB. <u>This applies at any point after a purchase order has been issued.</u> <u>If/When</u> the Contractor provides such notification to the point of contact, the State will first determine if another vendor is capable of completing the order more satisfactorily. When the Contractor is unable to deliver as specified, and the State is able to procure product from another vendor more satisfactorily, the

				<p>State may cancel any late orders that were placed with the Contractor and issue those to another vendor instead. The difference in cost between contracted amount and that which is paid by the State will be charged to the account of the original Contractor. When a Contractor's order must be canceled and replaced, per this provision, the State may, in its sole discretion, choose any alternative vendor who is deemed capable of completing the order most acceptably. NDOT absolutely intends to work with the Contractor(s), as in the past; however, NDOT's ability to work with the Contractor(s) is directly proportional to the amount of advance notice the NDOT receives from our Contractor(s). There are no penalties or liquidated damages associated with this ITB – this is a change from the last contract.</p>
2.	F. Orders & Delivery / Off Peak Season	26	<p>Are there any maximum order quantities during off peak season, or can the state order unlimited tons during the first few months that all have to be delivered in 90 days?</p>	<p>No, there are no maximum order quantities during off-peak season.</p> <p>In addition, Section V.F.9.b (Orders and Delivery) is hereby amended and replaced with the following:</p> <p>Off-peak season (March through October) – NDOT will have three <i>planned</i> off-peak orders:</p> <ol style="list-style-type: none"> 1. <u>1 March</u> (no earlier than): This order is intended to be the large Summer fill to restock salt storage facilities. 2. <u>30 June</u> (no later than): This order is intended to fulfill the State's 75% guarantee (as required). 3. <u>1 August</u> (on or about): This order is intended to

				<p>replace any salt used after 1 March.</p> <p>Additionally, on an exceptional, as-needed basis, NDOT shall retain the right to place orders on any other day of the year.</p> <p>All off-peak orders must be delivered no later than 31 October; or within 90 days ARO, whichever is later; or as mutually agreed upon between the parties.</p>
3.	F. Annual Requirement, Estimated	30	Please verify - all prefill orders will be complete by September 30th at the latest pending order receipt due to a June 30th deadline for ordering?	The State's response to Question #2 also addresses this question. Any quantities ordered by 30 June (for example) may be delivered at any time before 1 November, unless alternative arrangements are otherwise mutually agreed upon between the parties.
4.			This ITB Number 5899 OF replaces all previous salt contracts and all salt products will be bid on this ITB, to include enhanced salts like Ice Slicer and Rocanville Standard, etc.?	No. Should the State award off of this ITB, the current contracts for "Bulk Deicing Salt" will be subsequently terminated. However, the State will continue to maintain and procure <i>separate</i> contracts for other requirements that are not specified in this ITB (i.e., "enhanced salts"). Furthermore, any products (to include "enhanced salts") that meet or exceed the specifications contained in this ITB may be bid during this ITB.
5.			<p>NDOT will consider value of higher quality products in the award process.</p> <p>This would include salt content, insoluble materials, moisture content to determine the actual lowest price per ton.</p>	<p>Yes, NDOT will consider the value of higher quality products. Per Section I.EE.7 (and Addendum One) of the ITB: The State will consider, but is not limited to, the following award criteria:</p> <ol style="list-style-type: none"> a. Pricing; b. Location; c. <u>Quality</u>; d. Delivery time; and, e. State contract management

				requirements and/or costs.
6.			Please confirm that products that are PNS certified don't have to have a sample submitted prior to the bid date?	Correct. For products that are on the PNS QPL, samples are <u>not</u> required to be submitted with a vendor's bid. However, <i>all</i> bids must be accompanied by a completed Attachment B (HIGHWAY DEICING SALT PRODUCT CHECKLIST).
7.			Aug 1 to Oct 31 is 90 days. So for fiscal reasons if the State orders in July it accounts for all of them to be done by Oct 31.	The State's response to Question #2 also addresses this question The amendment included in the State's response to Question #2 also addresses this question. Any quantities ordered in July may be delivered at any time before 1 November, unless alternative arrangements are otherwise mutually agreed upon between the parties.
8.			It keeps the delivery window the same as it currently is for your carriers and the State gets all of its salt delivered before peak season.	The State's response to Question #2 also addresses this question. If this question pertains specifically to off-peak orders. Accordingly, the amendment included in the State's response to Question #2 also addresses this question. All off-peak orders must be delivered no later than 31 October; or within 90 days ARO, whichever is later; or as mutually agreed upon between the parties.
9.			In the rare circumstance that an order is placed after Aug 1 st , then a mutually agreed upon deadline will be made between the carrier and State. I would expect these orders to be minimal and done by Dec 1 st which is the official "peak" season so you'd	The State's response to Question #2 also addresses this question. Peak season for this contract begins on 1 <i>November</i> (<u>not</u> 1 <i>December</i>). The amendment included in the State's response to Question #2 also addresses this question. If an order is placed after 1 August, then the

			have the month of November as a buffer if needed.	Contractor would be required to deliver within 90 days ARO, as that would be <i>later</i> than 31 October; unless alternative arrangements are otherwise mutually agreed upon between the parties.
10.	Orders & Delivery	26	Can you revise the statement, orders to be placed no later than Tuesday instead of Wednesday?	<p>The State will place its orders no later than Wednesday of each week, and may place orders earlier than Wednesday. Regardless of when the State places its orders, the Contractor(s) shall be allowed the full amount of time provided by this ITB in order to complete deliveries.</p> <p>For all purposes relating to orders and delivery, a single “day” is a full 24-hour period.</p> <p>In addition, the examples shown under V.F.9.a.i. and V.F.9.a.ii. are hereby deleted in their entirety.</p>
11.	Prices Shall be provided for both Peak & Off Peak	24	Since the July monthly fuel surcharge will not be updated until possibly July 6th can the bid be extended to a later date to accommodate pricing.	<p>See revised Schedule of Events posted on 7/31/2018.</p> <p>The sentence “The vendor shall set their bid price for the delivered commodity based on fuel prices for the month prior to the bid opening” Section V.E. is hereby amended and replaced with the following: “The vendor shall set their bid price for the delivered commodity based on June 2018 pricing as posted on the Nebraska Energy office website on the page titled “Average Monthly Retail On-Highway Diesel Fuel Prices in Nebraska”.</p> <p>http://www.neo.ne.gov/statshtml/96.htm</p>
12	F. Annual Requirement,	30	We propose changing	The State’s response to

	Estimated		the wording as follows: Any off-peak orders received prior to August 1st will be delivered by October 31st. Any orders received after August 1st will delivered at a mutually agreed upon deadline between the two parties.	Question #2 also addresses this question. All off-peak orders must be delivered no later than 31 October; or within 90 days ARO, whichever is later; or as mutually agreed upon between the parties.														
13.	Shed Inventory Levels		It was mentioned at the pre-bid meeting we may be able to get inventory levels at the beginning of off-peak and I wanted to request this information.	The State is currently developing management tools that will allow the NDOT to generate inventory reports. The NDOT anticipates having this in place before November, and will provide this information to the vendors in the regular course of our business.														
14			The highlighted addresses appear to have the wrong zip code. This isn't a "big" deal but you may want to verify the information for all.	<table border="1"> <thead> <tr> <th>Yard</th> <th>Corrected zip codes</th> </tr> </thead> <tbody> <tr> <td>Blue Springs</td> <td>38586 NE Hwy 112, 6834768318</td> </tr> <tr> <td>Omaha - Dome</td> <td>4425 S 108th St, 6844568137</td> </tr> <tr> <td>Fremont</td> <td>2550 W 23rd Dr, 6802668025</td> </tr> <tr> <td>Lyons</td> <td>1150 County Rd RS, 6303868038</td> </tr> <tr> <td>Grand Island</td> <td>3305 W Old Potash Hwy, 6880268803</td> </tr> <tr> <td>Kearney (Hwy-30)</td> <td>4001 W US Hwy 30, 6884868845</td> </tr> </tbody> </table>	Yard	Corrected zip codes	Blue Springs	38586 NE Hwy 112, 68347 68318	Omaha - Dome	4425 S 108th St, 68445 68137	Fremont	2550 W 23rd Dr, 68026 68025	Lyons	1150 County Rd RS, 63038 68038	Grand Island	3305 W Old Potash Hwy, 68802 68803	Kearney (Hwy-30)	4001 W US Hwy 30, 68848 68845
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This addendum will become part of the ITB/proposal and should be acknowledged with the Invitation to Bid.