

Invitation for Bids #23358 - Bidder Inquiries and Responses

#	Solicitation Document Name	Document Section (Name or No.)	Comment / Question / Bid Deviation	Response
1	IFB Main Document	1.3 - Estimated Quantities & 6.9 - Min/ Max Purchase Obligations & Appendix B #28 Estimated/Specific Quantity Contracts	Regarding Estimated Quantities and minimum/maximum language they appear to be in conflict. Can you please confirm which provision governs this contract?	<p>Invitation for Bids #23358 (IFB), Section 1.3 – <i>Estimated Quantities</i> identifies the anticipated dollar value for the entire Solicitation as \$200,000,000.00 annually. This amount is only an estimate based on historical purchases, and does not represent the anticipated dollar value of any one specific vendor’s contract award, but rather, the cumulative total for all Lots and locations throughout the State.</p> <p>IFB Section 6.9 – <i>Minimum/Maximum Purchase Obligations</i> requires each Authorized User to purchase a minimum of 50% of their filed requirements during the Contract term, and requires Contractors to deliver up to 130% of an Authorized User’s filed requirements.</p> <p>While Appendix B, Section 28 – <i>Estimated/Specific Quantity Contracts</i> explains the different types of contracts generally, the specific provisions of the Solicitation take precedence with respect to this particular Contract award. As stated in IFB Section 1.12 – <i>Conflict of Terms</i>, the Solicitation takes precedence over Appendix B where there is a conflict among documents.</p>
2	IFB Main Document	6.3.5 - Price Adjustment for Renewals	Will OGS plan to put out a new bid each year or is there potential for renewal as in prior years? If there is potential to renew, would the decision of renewal and pricing be at the discretion of the state for renewal or by mutual agreement of state and vendor?	<p>Invitation for Bids #23358, Section 6.1 – <i>Contract Term and Extensions</i> states, “Whether the optional extensions are exercised, is at the sole discretion of the State.”</p> <p>Invitation for Bids #23358, Section 6.3.5 – <i>Price Adjustment for Renewals</i> states, “Price Adjustments for extensions or renewals shall be negotiated and mutually agreed upon by OGS and each Contractor.”</p>

Group 01800 – Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)

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3	IFB Main Document	6.19- Report of Contract Usage & Appendix B #43 - Termination	Regarding Report of Contract Usage, does this mean if a single Authorized User has not purchased during the contract year, that the entire contract and all obligations can be terminated? Or that an individual location can terminate their portion of the contract including all contract obligations? Or that if there aren't any purchases from any AU's in the previous year, then the contract may be terminated?	Invitation for Bids #23358, Section 6.19 – <i>Report of Contract Usage</i> identifies the sales reporting requirements of the Contractor. The clause states that the contract may be terminated if “the reports required to be filed under this Section show that <u>the Contractor</u> has made no sales to <u>any Authorized User</u> under the Contract.” It is not related to individual Authorized User fulfilment of filed requirement obligations.