

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

BID NO.: 18PSX0311
Bid Due Date: 4 February 2019
Date Addendum Issued: 22 January 2019

PLEASE NOTE:
This document has been marked as "Returnable". Electronic submittal of this document indicates that your company has read and accepted any modifications to the bid that are contained in this Addendum.

BID ADDENDUM #1

DESCRIPTION:

Bituminous Concrete Materials

FOR:

Department of Transportation, All Using State Agencies, and Political Subdivisions

BIDDERS NOTE:

Addendum 1 is issued to post the questions submitted and corresponding answers. A revised Exhibit B2, Price Schedule has also been posted.

- Q1. Exhibit B2 is asking for a "Net Price per Ton" for delivered products by section, based on the actual size of each section and distance/time required to move the materials from any particular plant this is an unrealistic request.

HMA/PMA is a perishable commodity and the time to move the product to the further reaches of each could easily cause the material to cool down enough to not meet the required specifications. Also, the mileage varies greatly so an average bid price per section is an unrealistic request. All previous contracts were bid delivery by town which allows the producer to bid on the areas/Towns that we feel can be realistically reached while maintaining the specifications.
- A1. **The delivery item from the HMA/ PMA has been removed from this Contract. A revised Exhibit B2, Price Schedule has been uploaded for completion.**
- Q2. Given the 2019 mix acceptance field testing requirement, how much notice will the department give producers prior to picking up mix so that field sampling can be scheduled? Would the department consider a one-week notification?
- A2. **Field mix acceptance only exists for material picked up by State forces after one hundred fifty (150) tons has been produced and picked up in the course of one (1) day under a P.O. The one hundred fifty (150) tons. If there was a possibility of exceeding the one hundred fifty (150) ton requirement, advanced notice would be given to the Contractor in order to allow for testing. In addition, delivery of HMA/ PMA has been removed this Contract.**

- Q3. Will the contract include an asphalt adjustment clause that has historically stated that an asphalt adjustment cost would be applied only if all of the following conditions are met:
-HMA or PMA mixture in which the adjustment is being applied is listed as Contract item with the pay unit of tons.
-total quantity for all HMA or PMA mixtures in an individual purchase order exceeds 200 tons or more.
-difference between the posted asphalt base price and asphalt period price varies by more than \$5.00.
- A3. **Please bid accordingly. The Asphalt Cost Adjustment is included in Attachment 1.**
- Q4. Under the disclosure section, we are asked to “List any administrative actions either pending review by the state or determinations that the state has made regarding your company or any of your company’s officers, principal shareholders, directors, partners, LLC members or LLC managers.” Does the scope of your inquiry relating to this Section encompass matters filed pursuant to the Workers’ Compensation Act and either pending before or decided by the Workers’ Compensation Commission?
- A4. **Yes, please provide an overview of such actions. Documents may be uploaded separately and marked confidential.**
- Q5. Under section M.04.03, number 2a, Acceptance Requirements, the Department is now requiring field samples for acceptance testing, to be obtained at a frequency listed in Table M.04.03-2. Given producers are given little advanced notice as to the timing or quantity of purchases, is the new field sampling procedure for QA testing expected to be followed? What will the procedure be under this circumstance?
- A5. **Field mix acceptance only exists for material picked up by State forces after one hundred fifty (150) tons has been produced and picked up in the course of one (1) day under a P.O. The one hundred fifty (150) tons. If there was a possibility of exceeding the one hundred fifty (150) ton requirement, advanced notice would be given to the Contractor in order to allow for testing. In addition, delivery of HMA/ PMA has been removed this Contract. The delivery item from the HMA/ PMA has been removed from this Contract. A revised Exhibit B2, Price Schedule has been uploaded for completion.**
- Q6. Under section M.04.03, number 2a, Acceptance Requirements, the specifications reference a dispute resolution process. Where is this process outlined? Currently, no documentation can be found referencing the procedure.
- A6. **The dispute resolution process is only on placed material and does not apply to picked-up material. The 4.06 and M.04 have been attached to this Contract in order to support the requirements for the asphalt production but no process exists for the picked-up material.**
- Q7. Under the previous contract, the D.A.S. instituted their option to extend the pricing for another contract year. This bid makes reference to the option as well, which could mean multiple years beyond the 2 year time frame listed under the contract duration. What is the process to request price increases if the D.A.S. chooses to extend the contract duration? How will price increase be established and what documentation will be needed? How

does this affect low bidder calculations and who is selected for the Department to purchase from, while still staying in line with a fair, open and competitive bid process?

- A7. **Please refer to the Contract Document, Section 4. Price Schedule, Payment Terms and Billing, and Price Adjustments.**
- Q8. In the past, the Department has always requested delivered prices by individual towns, and now the bid is requesting delivered prices by Section (multiple towns). Given the considerable costs of hauling the products requested in this contract, and the large distances outlined in the section map that are needed to be covered, hauling costs will vary greatly across any given section. Also, the quantities to be delivered, as well as locations they will be requested are an unknown with the current structure of the bid. Will the Department consider reverting to the individual town pricing format, as this will provide the most accurate pricing based on the cost associated with performing the work?
- A8. **The delivery item from the HMA/ PMA has been removed from this Contract. A revised Exhibit B2, Price Schedule has been uploaded for completion.**
- Q9. Many of the products requested in this contract are “perishable” by nature due to temperature requirements in the product specifications. These requirements preclude hauling these products long distances, as the temperature of the product may not meet specification requirements upon arrival to the destination (particularly during early and late season work). Given the large areas covered under the section map, a producer may be able to haul product to some towns in a section, but unable to satisfactorily reach other towns in the same section and still meet contract specifications. How will the Department handle instances where product does not meet specification tolerances?
- A9. **The delivery item from the HMA/ PMA has been removed from this Contract. A revised Exhibit B2, Price Schedule has been uploaded for completion.**