

ADDENDUM No. 2 for IFB 24-0244

(Issue Date: May 16, 2024)

(Please sign and return with the submittal)

CHANGES

Section 5, Special Terms and Conditions, Subsection 5.15, Inventory Levels – Amend to the following: Contractor's inventory levels of the items may be a factor in the City's award decision. Contractor will be required to maintain sufficient inventory levels that will allow delivery to be completed within 14-30 days after receipt of purchase order. Failure to supply sufficient support may result in cancellation of the contract.

VENDOR'S INQUIRIES AND CITY'S RESPONSES

Please consider the following information to the above-referenced solicitation:

QUESTIONS AND ANSWERS:

Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents.

No.	Question	Answer
1.	<p>Items 1 and 3 of IFB 24-0244 Paint Pricing Proposal sheet state that the estimated annual quantities for both items would be 120 'White, Fast Dry acrylic water-born pavement marking paint, 250 Gallon High Density Polyethylene IBC Totes,' and 75 'Yellow, Fast Dry acrylic water-born pavement marking paint, 250 Gallon High Density Polyethylene IBC Totes.'</p> <p>Do these numbers reflect actual historical and expected usage?</p> <p>(Actual/expected volumes will help us negotiate with our suppliers to offer best possible pricing.)</p>	<p>Numbers reflect expected annual usage.</p>
2.	<p>Page 13, <u>Section 3. Scope of Work</u></p> <p>Are all the paints to be provided under the contract to be Type III? Our contracts with other major municipalities specify Type I or II.</p>	<p>The paint should be Type II, Fast Dry Acrylic water-born pavement marking paint.</p>

3.	<p>Page 14, <u>Section 3.2 Specification Requirements</u> states '<i>...The manufacturer shall certify that the product does not contain... ethylene-based glycol ethers and acetates...</i>'</p> <p>Ethylene glycol ethers are commonly used in water-base paints. Non-glycol options are limited and may affect the performance of the paints. Is the use of Glycol Ether EB (Ethylene Glycol Butyl Ether), CAS number 111-76-2, acceptable or can the stated requirement for glycol ethers be waived?</p>	<p>No, the requirement for the certification that the product does not contain ethylene-based glycol ethers and acetates will not be waived.</p>
4.	<p>Page 18, <u>Section 3.7. Solvents</u> states '<i>The Bidder shall furnish the name and numbers of appropriate solvents for pigmented binder, indicating the sources.</i>'</p> <p>This information, along with our formulas, are proprietary. Will Safety Data Sheets (SDS) for the respective products be sufficient? If not, will the City sign a non-disclosure agreement?</p>	<p>Safety Data Sheets (SDS) will be sufficient.</p>
5.	<p>Page 18, <u>Section 3.9. Order Quantity</u> states '<i>A minimum of 500 gallons will be ordered at a time. Orders shall be delivered to the City within thirty (30) calendar days after receipt of order. Repeated failure to deliver within thirty (30) calendar days will be grounds for cancellation of contract. The minimum quantity shall include any combination of the indicated packaging.</i>'</p> <p>Would The City consider ordering in truckload quantities or in minimum volumes larger than 500 gallons? We typically price our products in truckload quantities for cost efficiency.</p>	<p>No, we generally order in truckload quantities; however, when we order 5-gallon buckets, we do not always order in truckload quantities.</p>
6.	<p>Page 33, <u>Section 5.4. Discounts from Published Catalogs/Price List</u> states '<i>Contractor must indicate and provide with its submittal, if reasonable, the manufacturer's price list, or catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. The Procurement Officer must be informed</i></p>	<p>Vendor unique price list less discount is acceptable. Any price adjustments are still subject to terms detailed in Section 5, Subsection 5.3, Price.</p>

	<p><i>60 days in advance of any new price list or catalogs and the respective date(s).</i></p> <p><i>Any terms and conditions contained in the parts price list(s) or catalog(s) will not take precedence over the City's terms and conditions specified herein.</i></p> <p><i>A. All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.</i></p> <p><i>B. Offers will be submitted based on a discount from a manufacturer's most recent Published Price List(s) or Catalog which is common to, and accepted by, the industry in general. The lists must be printed or available online, properly identified, and dated as to issuance and effectiveness.'</i></p> <p>Do these requirements apply if we do not use a price list, catalog or discount structure for government bids/contracts? Our practice is to develop pricing unique to each bid situation, based on the specific requirements of the contracts - product specifications, anticipated volumes, freight costs, pricing commitments (in this case, minimum of 180 days), tax requirements and other factors. We do have a distributor price list available that we use for commercial sales and we can make that available; but using a single discount from those prices would not be applicable.</p>	
7.	<p>Page 18, <u>Section 3.8. Manufacture Date</u> states: <i>Paint delivered to the City shall not have been manufactured more than thirty (30) days prior to delivery. Production records are to be made available if requested.</i></p> <p>Page 36, <u>Section 5.15 Inventory Levels</u> states <i>'Contractor's inventory levels of the items may be a factor in the City's award</i></p>	<p>Change Section 5.15 Inventory Levels to: Contractor's inventory levels of the items may be a factor in the City's award decision. Contractor will be required to maintain sufficient inventory levels that will allow delivery to be completed within 14-30 days after receipt of purchase order. Failure to supply sufficient support may result in cancellation of the contract.</p>

	<p><i>decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City's requirement. Failure to supply sufficient support may result in cancellation of the contract.'</i></p> <p>Would you clarify if we are expected to maintain local inventory, given that the bid states the products cannot be manufactured more than 30 days prior to delivery and we manufacture and deliver from California? If required, what are the minimum volumes required by product? What assurance will the City provide that the product will be taken in a timely manner to meet the requirements of Section 3.8. Manufacture Date?</p>	
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The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____