**Additional Requirements**

1) Quantities listed are ***ESTIMATES*** of usageonly, therefore, State of Nevada, Division of Purchasing or the Nevada Department of Transportation **WILL NOT** be obligated in any way whatsoever implied or otherwise to a definite quantity during the entire period of the contract.

2) Contracts awarded as a result of this bid may be extended from year to year provided there is no increase in prices, changes in terms, the awardees agree to the extension and the extension is in the best interest of the State (NRS 333.280).

3) The State of Nevada, Division of Purchasing OR the contractor (successful bidder), shall reserve the right of cancellation of any item or items hereinbefore specified and bid on provided such cancellation is for cause and given in writing by either to the other 15 days prior to cancellation. Cause shall be defined as change in manufacturer’s price to the general public, increase in freight rates, poor delivery, etc.

4) Bidders are especially cautioned to RECHECK BID PRICES FOR ERRORS prior to submitting bid as changes in bid prices after opening date and hour of bid due to an error WILL NOT BE PERMITTED OR ACCEPTED. Bidder shall be required to furnish products at price or prices bid on or be penalized by being removed from bidder’s list for a period of one year.

5) Price increases **WILL NOT** be honored during the initial year of the contract. Any vendor awarded a contract as a result of this bid who feels, because of price increases from their supplier, they cannot honor a price, must notify State Purchasing in writing, requesting their contract be cancelled. The State of Nevada will then obtain the product from the next lowest bidder.

6) Due to the current economic climate and budget constraints the State of Nevada does not anticipate extending this contract beyond the first year but chooses to include language that addresses the “possibility” of extension should it be deemed to be in the best interest of the State. Should the State decide to exercise the option of extension, a written request will be provided to awarded vendor(s) during the 11th month of the contract. Price adjustments may be allowed after the first year of the contract period either increasing or decreasing the unit price by the same amount as received by the contractor from his refinery or supplier and must be accompanied by a copy of substantial documentation indicating that the change is based on general industry changes. Should the State of Nevada decide not to accept proposed increases, the contract will be re-solicited.

7)Purchase orders issued as a result of this bid will be processed for payment by the Nevada Department of Transportation (or any using agency) as each order is delivered and invoiced complete. Purchases will be made by the using agency by issuing an Purchase Requisition (or equal paperwork) to the vendor for each delivery at the time it is made. Invoices shall be sent direct to the district engineer in each district attached to the corresponding purchase order and shall be paid direct to the vendor by the using agency. Invoices shall show the **REQUISITION OR PURCHASE ORDER NUMBER AND THE DELIVERY TICKET NUMBER.**

8) This contract is primarily for use by the Nevada Department of Transportation, however, orders may be placed by the Nevada State Purchasing Division or other State agencies, Cities, Counties or political subdivisions should the need arise.

9) **ADHERANCE TO SPECIFICATIONS:** Deviations to any of the requirements set forth in this bid shall be stated on a separate sheet and uploaded to the Attachments tab of the bid response. Unless so stated by the bidder, the State of Nevada shall assume that all requirements have been met and shall hold the bidder to each part of the specification.

10) Bids are restricted to specific manufacturers or products listed in the bid specifications and as referenced in Section 732.03.03 of the 2014 Edition of the Nevada Department of Transportation Standard Specifications for Road and Bridge Construction and the Department of Transportation’s Qualified Product List (QPL).

11)For purposes of addressing questions concerning this solicitation, the sole contact will be the Purchasing Division’s designee. Upon issuance of this solicitation, employees and representatives of the agencies identified herein will not answer questions or otherwise discuss the contents of this request with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.