

**BID # SDOC-08-B-132-CJ**

July 16, 2008

**ADDENDUM NO.: 1  
(To be attached and become a part of the Bid)**

**PURCHASE OF FUEL FOR THE OSCEOLA COUNTY PURCHASING CONSORTIUM**

To be opened, **July 22, 2008** at 2:00 p.m., in the School District of Osceola County, Purchasing Office, 817 Bill Beck Boulevard, Kissimmee, Florida 34744.

This Addendum is to clarify questions from the Pre-Bid Conference and to answer questions submitted in writing.

Clarifications from the Pre-Bid Conference:

**Item #1**

Page 4, Second Paragraph reads:

The School District of Osceola County, Florida, The Osceola County Board of County Commissioners, The Osceola County Sheriff's Department, The City of Kissimmee, The City of St. Cloud, Kissimmee Utility Authority and Toho Water Authority, herein referred to as the "**Consortium**".

Should read:

The School District of Osceola County, Florida, The Osceola County Board of County Commissioners, The Osceola County Sheriff's Department, The City of Kissimmee, The City of St. Cloud, Kissimmee Utility Authority and Toho Water Authority, herein referred to as the "**Cooperative**".

Throughout the bid document wherever the word Consortium is used should now be Cooperative.

**Item #2**

Page 5, Section 1.05

To clarify specifications of types of fuel requested, corrections and additional information is indicated in **BOLD**.

1.05 TYPES OF FUEL

Unleaded Gasoline 87 Octane

Antiknock (octane) index Minimum 87, **Maximum 10% ethanol**, per ASTM Specification D4814, complying with state of Florida gasoline inspection laws.

Unleaded Gasoline Premium 93 Octane

Antiknock (octane) index minimum **93**, per ASTM Specification D4814, complying with state of Florida gasoline inspection laws.

#2 Low Sulfur Diesel Fuel – **Delete this product from bid specifications**

40 Centane minimum, maximum sulfur 4%, with no evidence of dye.

#2 Ultra Low Sulfur Diesel Fuel

Grade No.2-D S15 – A general purpose, middle distillate fuel for the use in diesel engine applications requiring a fuel with 15 ppm sulfur content (maximum), and per ASTM D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001.

#2 Ultra Low Sulfur Diesel (Off Road)

High-speed/medium speed engine applications, and may be red dyed, per ASTM D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001.

Bio-Diesel B20 Blended

Pre-blended fuel mixture consisting of twenty percent (20%) B100 Virgin Soybean Oil or equivalent and eighty percent (80%) Ultra Low Sulfur Diesel (petroleum based). The Soybean component is to be chemically esterified in accordance with recommended ASTM **D-6751** standards so as to meet the optimum requirements of the Bio-Diesel blend.

Bio-Diesel B20 Blended (Off Road)

**Pre-blended fuel mixture consisting of twenty percent (20%) B100 Virgin Soybean Oil or equivalent and eighty percent (80%) Ultra Low Sulfur Diesel (petroleum based). The Soybean component or equivalent is to be chemically esterified in accordance with recommended ASTM D-6751 standards so as to meet the optimum requirements of the Bio-Diesel blend.**

Optional Fuels:

85 Ethanol

Per ASTM **D-4806** Specifications, complying with state of Florida gasoline inspection laws.

**Item #3**

Page 5, Section 1.06 reads:

**1.06 PRICING**

All prices shall be based on Pad 1, Orlando, Florida terminal prices published daily in the OPIS (Oil Price Information Service), United Publications by taking the average cost for the day the order is placed. All fuels will be averaged by totaling all the published prices less any AM @ designations and dividing by the net number of terminal prices published to arrive at the average base rack price plus a firm markup or discount. The applicable OPIS price sheet is to be provided with each invoice. The firm markup or discount includes all handling fees (transportation, delivery, etc.). The firm markup or discount shall not change during the term of the contract. The petroleum inspection fees, Florida and local option road use taxes, and all applicable taxes shall be added at the time of invoicing. Bidder shall supply with their bid a break-down of all taxes. No other charges shall be added. The OPIS Average shall be used as a basis for prices under this contract regardless of where the gas is actually obtained. Indicate on the bid price sheet the percentage of the firm markup representing supplier fuel costs.

Should read:

**1.06 PRICING**

All prices shall be based on Pad 1, Orlando, Florida terminal “**NET**” prices published daily in the OPIS (Oil Price Information Service), United Publications by taking the average “**NET**” cost for the day the order is **delivered**. All fuels will be averaged by totaling all the published prices less any AM @ designations and dividing by the net number of terminal prices published to arrive at the average base rack “**NET**” price plus a firm markup or discount. The firm markup or discount includes all handling fees (transportation, delivery, etc.). The firm markup or discount shall not change during the term of the contract. The petroleum inspection fees, Florida and local option road use taxes, and all applicable taxes shall be added at the time of invoicing. Bidder shall supply with their bid a break-down of all taxes. No other charges shall be added. The OPIS “**NET**” Average shall be used as a basis for prices under this contract regardless of where the gas is actually obtained. Indicate on the bid price sheet the percentage of the firm markup representing supplier fuel costs.

**We removed the sentence requesting a copy of the applicable OPIS reports as this appears to be a copyright violation.**

**Item #4**

Page 6, Section 1.12 reads:

**1.12 MINIMUM ORDERS**

If a bidder wishes to set a minimum order dollar amount, they must do so by indicating the dollar amount in the space provided on the Price Sheet. Failure to specify will be considered no minimum dollar amount.

Should read:

**1.12 MINIMUM ORDERS**

If a bidder wishes to set a minimum order dollar amount **or quantity of gallons purchased**, they must do so by indicating the dollar amount **or quantity of gallons** in the space provided on the Price Sheet. Failure to specify will be considered no minimum dollar amount/**quantity of gallons**.

Clarification of questions submitted in writing:

**Question #1**

On page 4 of the bid it says that this is supposed to be a 3 year contract, and on page 7 it says that is to be a 12 month contract. Which is correct?

Answer

On page 4 Section 1.02 Award Term, indicates this is a 3 year contract with one subsequent two year renewal period. On page 7 Section 1.13 is only indicated the estimated quantities that could be purchased in a 12 month period. This information is just an estimate intended as a guide in submitting your bid.

**Question #2**

I see that you want us to bid on Heating Fuel and E85 gasoline, but there weren't any tank sizes or locations listed for either product. Do you know the locations/sizes?

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Answer

We do not have any currently, we were interested is getting the fixed mark up, if we have the need to make a purchase of this product in the future.

**Question #3**

What are the actual delivery hours for gasoline and diesel fuel?

Answer

See Page 6, Section 1.11 (C)

**Question #4**

I know that we are to list any payment terms/discounts, but I was wondering what your actual payment terms are? How long do you normally take to pay an invoice once it is received?

Answer

See Page 11, Section 2.17 (B). Even though Florida Statutes Prompt Payment Act allows 45 days, if the invoices is correct and processed properly the District does not take 45 days.

**Question #5**

Would the consortium be interested in fixing a price for 18 months?

Answer

We looked in to buying in the Futures Market but, currently we are requesting a fixed mark up based on the OPIS "NET" pricing.

**Attached is a revised Bid Submittal Form reflecting the clarifications addressed herein, remove pages 24, 25 and 26 of the bid document and replace with the attached pages (Pages 5, 6 and 7 of this Addendum).**

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Acknowledgement of Addendum by Vendor:

This addendum shall be completed by Vendor and returned with the Bid Package. If the Bid package has already been submitted, this addendum must be submitted to the above address in a sealed envelope, which is marked on the outside Addendum to Bid, Bid title and number.

This is to acknowledge receipt of this addendum, which will become part of the Bid document.

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AUTHORIZED NAME (TYPED)

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TITLE

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AUTHORIZED SIGNATURE

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COMPANY NAME

**REVISED BID SUBMITTAL FORM**

\_\_\_\_\_, 2008

TO: The School District of Osceola County, Florida  
 Purchasing Department, Building 2000  
 817 Bill Beck Blvd.  
 Kissimmee, Florida 34744-4495

The undersigned hereby declare that [firm name] \_\_\_\_\_  
 \_\_\_\_\_ has carefully examined the specifications to furnish:

**PURCHASE OF FUEL FOR THE OSCEOLA COUNTY PURCHASING CONSORTIUM**

for which Bid Submittals were advertised to be received **no later than 2:00 p.m., local time, on Tuesday, July 22, 2008**, and further declare that will furnish the Fuel according to specifications.

**A Transport load is approximately 7,200 – 7,500 gallons, while a Tank Wagon delivery is less than 7,200 gallons.** Bidders are to enter the total fixed fee per gallon as a monetary amount in the space provided. In addition indicate in the area provided the percentage of the fixed fee that is attributable to the bidders fuels costs.

Item #	Fuel Type & Load Size	Est. Yearly Qty's	Fixed Discount or Markup if Award "All or None"	Fixed Discount or Markup if Awarded "Item by Item"	Percentage Attributed to Fuel Costs
1.	87 Octane, Unleaded Fuel, Transport Load	1,224,750 /gal.	\$_____/per gallon	\$_____/per gallon	_____%
2.	87 Octane, Unleaded Fuel, Tank Wagon	20,000 /gal.	\$_____/per gallon	\$_____/per gallon	_____%
3.	<b>93</b> Octane, Unleaded Fuel, Transport Load	125,000 /gal.	\$_____/per gallon	\$_____/per gallon	_____%
4.	<b>93</b> Octane, Unleaded Fuel, Tank Wagon	1,000 /gal.	\$_____/per gallon	\$_____/per gallon	_____%
5.	#2 Ultra Low Sulfur Diesel, Transport Load	1,603,800 /gal.	\$_____/per gallon	\$_____/per gallon	_____%
6.	#2 Ultra Low Sulfur Diesel, Tank Wagon	60,000 /gal.	\$_____/per gallon	\$_____/per gallon	_____%
7.	<b>#2 Ultra Low Sulfur Diesel (Off Road),</b> Transport Load	8,000/gal.	\$_____/per gallon	\$_____/per gallon	_____%

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Item #	Fuel Type & Load Size	Est. Yearly Qty's	Fixed Discount or Markup if Award "All or None"	Fixed Discount or Markup if Awarded "Item by Item"	Percentage Attributed to Fuel Costs
8.	<b>#2 Ultra Low Sulfur Diesel (Off Road), Tank Wagon</b>	1,000/gal.	\$_____/per gallon	\$_____/per gallon	_____%
9.	Bio-Diesel B20 Blended Transport Load	92,000/gal.	\$_____/per gallon	\$_____/per gallon	_____%
10.	Bio-Diesel B20 Blended Tank Wagon	7,200/gal.	\$_____/per gallon	\$_____/per gallon	_____%
11.	<b>Bio-Diesel B20 Blended (Off Road), Tank Wagon</b>	<b>8,000/gal.</b>	\$_____/per gallon	\$_____/per gallon	_____%
12.	<b>Bio-Diesel B20 Blended (off Road), Tank Wagon</b>	<b>1,000/gal.</b>	\$_____/per gallon	\$_____/per gallon	_____%

Optional Fuel:

13.	85 Ethanol Transport Load	7,300/gal.	\$_____/per gallon	\$_____/per gallon	_____%
14.	85 Ethanol Tank Wagon	6,000/gal.	\$_____/per gallon	\$_____/per gallon	_____%

Optional Service:

15. State whether you have the ability to provide a Fuel Level Monitoring System and any costs associated for this service.

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**Exceptions:**

16. If a bidder wishes to set a minimum dollar amount ordered or quantity of gallons purchased at one time, list here. \_\_\_\_\_

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Have you supplied all the Submittal Requirements outlined below?

- Invitation to Bid cover page
- Completed and executed Bid Submittal form
- Any addenda pertaining to this ITB
- Drug Free Certification
- Debarment Certification
- Emergency/Storm related catastrophe-Contractor agreement form
- Conflict of Interest form
- References, in accordance with Section 2.11, *Definition of Responsive and Responsible*
- Licenses / Occupational
- Proof of Insurance
- Certificates of Insurance naming each participating Consortium Member, as additionally insured
- Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- Emergency policy, in accordance with 2.11 (6).
- Spill Prevention Plan and Procedure
- Attached breakdown of applicable taxes**
- Did you include a CD, as required in the section entitled **Bid Submittal Form?**

Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES  NO

If yes, does your firm offer a discount? \_\_\_\_\_ %

Do you accept Purchase/Payment by Visa card? YES  NO

The School Board reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. SDOC 08-B-132 CJ, "**Purchase of Fuel for the Osceola County Purchasing Consortium**", and that I, as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Company \_\_\_\_\_

Per \_\_\_\_\_ (Print name)

Signature \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Dunn & Bradstreet # \_\_\_\_\_ Fed. I.D. # \_\_\_\_\_