

ADDENDUM Number ONE

IFB 2019-04 #2 Ultra-Low Sulfur Diesel – Red Dyed

Issue Date: December 13, 2019



Greater Lafayette Public Transportation Corporation (CityBus) is issuing this Addendum Number One (#1) to the Invitation for Bids (IFB 2019-04) #2 Ultra-Low Sulfur Diesel – Red Dyed to document questions that were received through December 12, 2019.

The following questions or clarifications were requested and the answers are provided:

1. Have any addendums been released for this bid?
 - a. No, this document is the first addendum released for this bid.
2. The bid states you may use up to 100,000 gallons for the contract. How many gallons were used in 2019?
 - a. As of the time of this response, approximately 152,000 gallons have been used in calendar year 2019.
3. Is CityBus committing to 100,000 gallons that will be pulled over the 2020 year and locked in at one price?
 - a. The bid invitation is for a firm fixed price to be valid from January 1, 2020 through December 31, 2020 for up to 100,000 gallons.
4. Is there a specific DBE goal? If so, what percentage?
 - a. No, there is not a specific DBE goal for this project (race-neutral). However, CityBus does encourage DBE participation in all of our procurements.
5. Is page 26 the format to submit the bid?
 - a. Page 26 is for the bidding firm to list their price bid. There are additional documents needed for the bid to be considered responsive, such as a bid bond and certification of federal clauses.
6. Can the bid guarantee be paid by credit card?
 - a. No. Addressed on page 7 of IFB 2019-04, paragraph 5.a., *“Each bid must be accompanied by a Bid Guarantee which shall be \$500.00. If the Bidder’s principal place of business is outside the State of Indiana, such Bid Guarantee must be in the form of certified check, payable to Greater Lafayette Public Transportation Corporation. The Bid Guarantee for a Bidder whose principal place of business is in Indiana shall be an acceptable bond in the amount of \$500.00.”* Addressed on page 7, paragraph 5.b., *“Certified checks or bonds of unsuccessful Bidders will be returned within one week after the award of contract.”*
7. In order to submit our best price, we are able to submit our bid via email, correct?
 - a. Addressed on page 6 of IFB 2019-04, paragraph 2, *“in order to ensure the best possible bid, bids will be accepted if submitted via electronic mail or fax and received by 2:30 pm EST on Friday, December 20, 2019. However, the bid guarantee and certification of documents in Part III with original signatures must still be received by CityBus no later than the original deadline of Friday, December 20, 2019 at 2:30 pm EST. Email address is procurement@gocitybus.com and fax number is (765) 742-4729.”*

8. If we were to insert any conditions into our alternative firm fixed bid, would they be taken into consideration or rejected?
 - a. This IFB is for firm fixed price, no alternative bids will be accepted. Conditions cannot contradict any federal clauses or GLPTC purchase terms and conditions. (See remaining questions/statements listed here for specific conditions that were suggested.)
9. Payment terms will be Net 30 Days with no discount.
 - a. This condition is accepted. We are governed by a board of directors that meets once per month; we will make every attempt to pay promptly.
10. The bidding company reserves the right to adjust the submitted firm prices with the current NYMEX settlement until the date a written receipt of award or the intent to award is received. Your letter of intent is considered a binding commitment to purchase these gallons. If no contract can be made until a board approves, then the gallonage and price protection cannot begin until we have a signed contract.
 - a. This condition is rejected.
 - i. This is a firm fixed price contract, no adjustments to pricing after bid will be allowed. Any changes to the bid price by the selected bidder will result in forfeiture of bid bond.
 - ii. According to the IFB, page 7, paragraph 7.a. *“The contract will be awarded with an effective date of January 1, 2020 within 24 hours after acceptance by the board of directors to the lowest responsive and responsible bidder complying with the conditions of these instructions and the contract proposals.”* And page 8, paragraph 7.b. *“A binding contract with the successful bidder will be created by the issuance of a purchase order.”*
11. Any notice of award or intent to award received must include a firm commitment to a specific amount of gallons for each product to be purchased at the firm fixed price awarded during the contract. Any additional gallons purchased over or in addition to the contracted volume will be priced at a negotiated rate prior to delivery. Any unused contract gallons will be billed to you if there is a loss in the underlying futures contracts. As an example, if purchased futures contracts at \$2.5000 per gallon for the specified product and month and a year later the price of these futures is \$2.4000 per gallon, then if you did not use all of your contract gallons, you would be billed \$.1000 per gallon times the number of unused gallons.
 - a. This condition is rejected. Our agency is prepared to purchase 100,000 gallons under this contract. We have not had a year in the past where we did not reach the IFB quantity requested for firm fixed price contract; however, this is to protect us in the event that something occurs that prohibits us from purchasing the full quantity.
12. Contract cannot be terminated for convenience.
 - a. This condition is rejected. This condition contradicts federal clauses for termination, covered in Part III, item 7, Termination for Convenience. This is a required clause for all contracts that use federal funds that are in excess of \$10,000 to ensure that public funds are protected.
13. Any extension of this contract beyond the original contract period for the firm fixed pricing format will be by mutual agreement only.
 - a. This condition is accepted.

14. The response to your bid invitation is given with the understanding that bidding company's exceptions/clauses contained herein shall prevail over any bid invitation conflicting requirements.

- a. This condition is rejected. The bid invitation requirements prevail. Addressed on page 22 of IFB 2019-04, certification of federal clauses. This certification must accompany the bid package. *"Failure of contractor to accept these obligations will result in the rejection of its quote, bid, proposal, or cancellation of any award."*