



UNIVERSITY OF SOUTH CAROLINA

AMENDMENT TO SOLICITATION

Amendment No. 1

DATE: November 6, 2015

TO: All Vendors

FROM: Mac Stiles, Procurement Manager

SOLICITATION NUMBER: USC-IFB-2885-MS

DESCRIPTION: Diesel Fuel Tank Wagon

Amendment No. 1 modifies the Request for Bids only in the manner and to the extent as stated herein.

Item One – Maximum Contract Period Clause Changed

MAXIMUM CONTRACT PERIOD – ESTIMATED (JAN 2006)

Start Date: December 1, 2015. End Date: **November 3, 2017**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period."

Item Two – Amend Scope of Work / Specifications

The scope of this solicitation is to provide the University of South Carolina - Columbia #2 fuel oil for its three energy plants within 24 hours of call, 24 hours a day, 7 days a week. Fuel oil will be delivered to plants as specified during the call for fuel oil. The transporter will be expected to make deliveries during extreme weather conditions, except when conditions are so severe that roads are closed by SCDOT. Fuel oil will be delivered to the University's three energy facilities: East energy plant, West energy plant, and South energy plant. All facilities are on the USC main campus in Columbia.

The fuel oil provider is expected to deliver up to 20,000 gallons a day in fuel oil to the University. All fuel oil must meet ULSD off road specifications. Fuel oil deliveries can be made 24/7 to any of the energy plants during this contract. Deliveries of fuel oil quantities may be limited by access to each of the university energy facilities. Logistics suggest that deliveries are made as follows:

South energy: Delivery recommended by a 4,500 gallon tanker

East energy: Delivery recommended by a 4,500 gallon tanker

West energy: Delivery recommended by a 7,500 gallon tanker

Item Three – Bidding Schedule Changed

When submitting offer, use the following Bidding Schedule in place of the Bidding Schedule included in the original document.

Lot 1 - Supplies

Item	Estimated Quantity	Unit	Description	Unit Price	Extended Price
1	300,000 / Year	US Gallon	Ultra Low-Sulfur Diesel	\$	\$

Resident Vendor Preference _____ SC End Product Preference _____ US End Product Preference _____

Lot 1 - Alternate Pricing

Item	Estimated Quantity	Unit	Description	Mark-up/Mark-down of OPIS Daily Price*
2	300,000 / Year	US Gallon	Ultra Low-Sulfur Diesel	+ / - \$

*Each bidder must offer a price mark-up/mark-down of plus (+) or minus (-) from the OPIS morning report average price for Richland County. The price mark-up/mark-down shall include any and all charges (no taxes) F.O.B. destination.

Item Four – Vendor Questions

Q1: Are you requesting Ultra Low Sulfur Diesel Dyed or Ultra Low Sulfur Diesel Undyed?

A1: Dyed

Q2: Is there an OPIS region you would like us to use for our pricing format?

A2: Southeast Region

Q3: Do you offer a local preference policy discount? If so, how is it calculated? For example, what percentage or monetary discount do they receive and is it calculated into the margin, final price, etc?

A3: The resident vendor preference allows for a firm to have their total price discounted by 7% for evaluation purposes only. This preference does not apply to contracts with a total potential value of \$500,000 or greater. The entire preferences law can be found here under section 11-35-1524: <http://www.scstatehouse.gov/code/t11c035.php>

Q4: Could we please have the physical address of the three energy facilities that will be delivered to?

A4: East Energy – 801 Henderson St
South Energy – 1323 Whaley St
West Energy – 530 Main St

Q5: When is the first board meeting after the opening?

A5: There is no board meeting to decide the award. The procurement officer makes the final determination of award based on responsiveness and responsibility of the offers.

Q6: Will decision be made before or at the board meeting?

A6: See answer to above question.

Q7: Are the contract extension mutually agreed upon from both parties?

A7: The following clause is currently in the solicitation:

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will void ab initio.

A clause that allows the contractor to terminate can be added, but it will need to be authorized by the end using department before it is added to the solicitation.

Q8: Have any addendums been released for this bid?

A8: No amendments have been posted for this solicitation up to this point in time. All amendments and other documents related to the solicitation will be posted here:

<http://purchasing.sc.edu/sadownload.php?sid=2106&q=Solicitations>

Q9: Can you do better than 30 days for payment terms, i.e. Net 10 or Net 15?

A9: As a state agency, the University of South Carolina is only required to adhere to the state law 11-35-45 regarding payment for goods and services:

SECTION 11-35-45. Payment for goods and services received by State. (A) All vouchers for payment of purchases of services, supplies, or information technology must be delivered to the Comptroller General's office within thirty work days from acceptance of the goods or services and proper invoice. After the thirtieth work day, following acceptance or the postmark on the invoice, the Comptroller General shall levy an amount not to exceed fifteen percent each year from the funds available to the agency, this amount to be applied to the unpaid balance to be remitted to the vendor unless the vendor waives imposition of the interest penalty. (B) All

agencies and institutions of the State are required to comply with the provisions of this section. Only the lump sum institutions of higher education are responsible for the payment of all goods or services within thirty work days after the acceptance of the goods or services and proper invoice, whichever is received later, and shall pay an amount not to exceed fifteen percent per annum on any unpaid balance which exceeds the thirty work-day period, if the vendor specifies on the statement or the invoice submitted to such institutions that a late penalty is applicable if not paid within thirty work days after the acceptance of goods or services. (C) The Comptroller General shall issue written instructions to the agencies to carry out the intent of this section. All offices, institutions, and agencies of state government shall fully cooperate with the Comptroller General in the implementation of this section. (D) The thirty-day period shall not begin until the agency, whether or not the agency processes vouchers through the Comptroller General, certifies its satisfaction with the received goods or services and proper invoice.

Q10: Will the deliveries be made via Transport truck delivery or smaller Tankwagon deliveries?

A10: Transport truck

Q11: What is the average load size for diesel?

A11: Approximately 6,500 gallons per tanker

Q12: How many consecutive years has the current vendor been awarded?

A12: This is the University's first time soliciting for this contract, so there are no current vendors.

Q13: Will a firm fixed price be considered? If not, why?

A13: Market pricing. During times of curtailment or emergency obtaining a fuel source is critical for uninterrupted operations and there is normally high competition for what fuel may be available.

Q14: If we were to insert any conditions into our alternate firm fixed bid, would they be taken into consideration or rejected? Sample attached, please indicate which clauses would be acceptable and which clauses would be cause for rejection?

A14: The following clause addresses the responsiveness of offers:

RESPONSIVENESS / IMPROPER OFFERS (JAN 2006)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than

price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document,

provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. **Offers which impose conditions that modify material requirements of the Solicitation may be rejected.** If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070]

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

Q15: If we do not attend the bid opening, how and when will we be notified of the low bidder and can we receive a copy of the bid tabulations?

A15: A bid tabulation can be provided to any person or firm who requests it under FOIA. The notice of award is required by law to be sent to all bidders on the same day it is posted publicly.

Bidder shall acknowledge receipt of Amendment No. 1 in the space provided below and return it with their bid response. Failure to do so may result in rejection of bid or delay award of contract.

Authorized Signature

Name of Offeror

Date