

GROUP 05600-23215 - Gasoline and E-85 (Statewide)				
Q #	Solicitation Document Name	Document Section (Number & Name)	Bidder Question	OGS RESPONSE
1	IFB Main Document	1.1 Overview	This section states "The awarded Bidder(s) will be granted a contract for a one-year term.", but the Solicitation states the Contract Period is "March 19, 2021 - December 16, 2021", which is less than 1 year?	<p>Please see the revised Solicitation which has been updated to include the following clarifications regarding the Contract Term:</p> <p>1.1 Overview - changed "for a one-year term" to "for the term and "</p> <p>1.2 Scope - deleted sentence "The awarded Bidders will be granted one-year Contracts, with potential renewal options as further described herein." (already in 1.1 above).</p> <p>6.1 - Contract Term and Extensions - Changed first sentence to "The Contract term shall commence on March 19, 2021 or upon the date of OSC approval of the final executed documents, whichever is later, and end on December 16, 2021."</p>
2	IFB Main Document	1.2 Scope	This section states "The awarded Bidders will be granted one-year Contracts, with potential renewal options as further described herein.", but the Solicitation states the Contract Period is "March 19, 2021 - December 16, 2021", which is less than 1 year?	Please see response to question #1 above.
3	IFB Main Document	1.10 Definitions	Grand Total Bid per Conty states that volume discount will not be applied for calculation purposes. Can this vendor request clarification regarding volume discount and the effect it may have on receiving an award or other considerations?	<p>Please refer to Sections:</p> <p>1.11 - Definitions: Volume Discount - "shall refer to the Cents Per Gallon Discount for Orders 5,500 Gallons or Greater that a Bidder enters in Attachment 1 – Price Pages. If no Volume Discount is entered this will be calculated as \$0.0000. In a situation where Bidders are tied, the volume discount will be used as a tie breaker to determine a winner."</p> <p>4.5.2 Volume Discount - "A Bidder may provide a Volume Discount for a given item on all individual orders of 5,500 gallons or greater in Attachment 1 – Pricing. The Volume Discount will not be used in the evaluation but may be used by OGS as a tie breaker if needed. The Bidder offering the Volume Discount that is the most advantageous (greatest discount by estimated volume) to the State will win the tie breaker and be awarded the item(s) in that county.</p> <p>Upon Contract award, the Volume Discount for each item shall be applied to the invoice for each individual order placed by an Authorized User for an item which results in a single delivery of 5,500 gallons or greater."</p>
4	IFB Main Document	1.10 Definitions	Will there be MWBE and SDVOB requirements for this award. This vendor believes this award consists mainly of a base commodity which can represents 95% of the costs. Therefore, there would be no room for a MWBE or SDVOB requirement. Clarification is required.	<p>MWBE: OGS hereby establishes an overall goal of 5% for MWBE participation for the 5 counties with 5% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.</p> <p>Please refer to Section 6.21.IV - Contract Goals of the Solicitation for additional information on MWBE goals. Questions regarding compliance with MWBE participation goals should be directed to the NYS OGS Office of Minority and Women-Owned Business Enterprises. https://ogs.ny.gov/MWBE.</p> <p>SDVOB: For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor.</p> <p>Please refer to Section 6.22 (3rd paragraph) of the Solicitation for additional information .</p>

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5	IFB Main Document	3.3 Petroleum Transfer Requirements	During the last state of emergency - the DOT demanded all trucks off the road until the weather emergency was over. This vendor must follow all DOT orders to ensure the safety of the public and the drivers.	OGS Procurement Services appreciates the comment.
6	IFB Main Document	3.3 Petroleum Transfer Requirements	Emergency deliveries should never be determined by the inatentiveness of the end user. A low inventory situation is not an emergency. Forcing the vendor to perform overtime of weekend deliveries is unfair and costly. This vendor requests that a service charge of \$100 be permitted for such events to offset the cost of keeping a driver on for 8 hours for one delivery.	OGS Procurement Services respectfully declines to make the change. Communication is expected between the Contractor and Authorized User.
7	IFB Main Document	3.19 Labels	Vendor requests clarifications as to why contractor must supply labels for end user pumps. End user is responsible for proper identification for product distribution.	This has been determined to be in the best interest of the State. Please bid accordingly.
8	IFB Main Document	6.5.1 Location Change or Substitution	Vendor requests the OGS permit a mutual change or substitution should the base posting become unavailable. A mutual change ensures the vendor is not injured financially and is forced to petition OGS under separate venue.	OGS Procurement Services respectfully declines this request.
9	IFB Main Document	6.5.2 Short Term Extension	Vendor requests the OGS permit a mutual change or substitution should the base posting become unavailable. A mutual change ensures the vendor is not injured financially and is forced to petition OGS under separate venue.	OGS Procurement Services respectfully declines this request.
10	IFB Main Document	6.5.3 Calculation Change or Substitution	Vendor requests the OGS permit a mutual change or substitution should the base posting become unavailable. A mutual change ensures the vendor is not injured financially and is forced to petition OGS under separate venue.	OGS Procurement Services respectfully declines this request.
11	IFB Main Document	6.9 purchasing card orders	This vendor cannot accept credit cards since the fees are not be recovered under the contract terms.	OGS Procurement Services appreciates the comment. Please note that Contractors are encouraged, but not required to accept orders using the State Purchasing card. Please see Appendix B, Section 15- Purchasing Card, for additional details on the State Purchasing Card.
12	IFB Main Document	6.10 Minimum Order	Tank Test is required every 5 years. This vendor requestst that end users do not need tank top off's every year but only once every 5 years.	OGS Procurement Services respectfully declines this request.
13	IFB Main Document	6.10 Minimum Order	Property size can be several square miles as in the case of a SUNY or large medical campus. The vendor requests that if the delviery vehicle must move to make the next delivery, this constitutes a separate delivery and therefore should be subject to minimum delivery charges.	OGS Procurement Services respectfully declines this request.
14	IFB Main Document	6.10 Minimum Order	Paragraph 1 states that tank test are not subject to minimum delivery charges. Paragrafg 2 states that tank top offs are subject to contract pricing. Please clarify.	Paragraph 1 addresses minimum order quantity, not price ("Deliveries under 500 gallons are at the Contractor's option, except for tank top-offs for testing."). Paragraph 2 addresses price ("All deliveries requested by an Authorized User of less than the minimum order size, including tank top-offs for tank testing, shall qualify for contract pricing."). To clarify, Tank top-offs for tank testing are not optional and are at contract pricing . Upon written request to OGS Procurement Services, Tank top-offs for tank testing are not subject to minimum delivery charges for one delivery per tank per year.
15		6.11 Product Delivery	Run outs are not emergencies. Facility managers must manage their inventory. Vendors should not be subject to emergency delivery conditions and put other fuel orders in jeopardy.	OGS Procurement Services appreciates the comment. Communication is expected between the Contractor and Authorized User.

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16	IFB Main Document	general	this vendor has experienced very small deliveries compared to tank size. This vendor has made this condition known to OGS. This vendor respectfully requests that all deliveries be at least 50% of tank capacity. Considering Westchester county does not have a gasoline terminal within its territory, all gasoline must be transported from NYC. Therefore transportation costs are considerable especially when less than efficient orders are requested.	OGS Procurement Services respectfully declines this request. Please bid accordingly.
17	IFB Main Document	general	This vendor requests a \$50 "no delivery" surcharge anytime an end user is not available for a scheduled delivery, refuses a delivery or cannot accept a delivery for any reason. This is not fair to the vendor and many times the delivery vehicle cannot find another delivery location especially for mid grade, premium or E85.	Please refer to last paragraph of section 6.12 - Product Delivery of the Solicitation, which may include these types of instances, and the contractor process for remedies.
18		delivery schedules	are the volumes annual	Yes. The Delivery Schedules list estimated annual volumes as submitted by Filers.
19	Attachment 4 - Insurance Requirements	3. Certificates of Insurance/Notices -Certificate of Insurance shall:	Line 2 - After "disclose any" remove "deductible"	OGS Procurement Services respectfully declines this request.
20	Attachment 4 - Insurance Requirements	3. Certificates of Insurance/Notices -Certificate of Insurance shall:	Line 2 - After "policy that" remove "materially" and insert "adversely"	OGS Procurement Services respectfully declines this request.
21	Attachment 4 - Insurance Requirements	6. Self-Insured Retention	Line 2 - After "applicable" remove "deductibles" - after "policy," remove "Deductibles or"	OGS Procurement Services respectfully declines this request.
22	Attachment 4 - Insurance Requirements	6. Self-Insured Retention	Line 5 - After "within the" remove "deductibles or"	OGS Procurement Services respectfully declines this request.
23	Attachment 4 - Insurance Requirements	7. Subcontractors	Remove entire section	OGS Procurement Services respectfully declines this request.
24	Attachment 4 - Insurance Requirements	13. Deadlines for Providing Insurance Documents after Renewal or Upon Request / (B. Insurance Requirements)	Line 2 - After "with limits" insert "of" remove "not less than"	OGS Procurement Services respectfully declines this request.
25	Attachment 4 - Insurance Requirements	13. Deadlines for Providing Insurance Documents after Renewal or Upon Request / (B. Insurance Requirements / Insurance Type)	Line 1 "Commercial General Liability" remove "not less than" Line 6 "Business Automobile Liability Insurance" remove "not less than" Line 7 "Contractor pollution Liability Insurance" remove "not less than"	OGS Procurement Services respectfully declines this request.
26	Attachment 4 - Insurance Requirements	13. Deadlines for Providing Insurance Documents after Renewal or Upon Request / (B. Insurance Requirements / #1. Commercial General Liability Insurance	Line 20 After "terms of" remove "not less than"	OGS Procurement Services respectfully declines this request.