



Missouri Department of Transportation - Statewide Fuel Bid by District

**ADDENDUM 001
REQUEST FOR BIDS**

“Bio-diesel (B100), #2 Ultra Low Sulfur Diesel, #1 Ultra Low Sulfur Diesel when required to meet fuel specifications, Unleaded, and Ethanol”

IFB 1-061011

ISSUE DATE: September 26, 2006

Bidders should acknowledge receipt of Addendum 001 (ONE) by signing and including it with the original bid documents.

Several questions submitted by vendors have had the accumulated effect of requiring an amendment to ensure the information is made available to all interested vendors. **PLEASE SEE THE ATTACHED, AND REPLACE THE CORRECTED PAGE 8, ITEM 4 under FUEL QUALITY, SAMPLING AND ACCEPTANCE. Wording has been changed to read as follows:** Every MoDOT District is equipped with an 'Instant Cloud Point Tester' to determine a fuels acceptability. If it is determined that the fuel is unacceptable, **no deliveries will be halted due to the reading from the Instant Cloud Point Tester. Any readings obtained from this tester will only be used as an indication that fuel might be out of specification. Properly sampled fuel will then be taken and sent in for further testing and compliance.**

THE RECEIPT FOR BIDS IS UNCHANGED. BIDS ARE TO BE RECEIVED ON OR BEFORE 2:00 P.M., LOCAL TIME, OCTOBER 11, 2006.

Accordingly, the change is believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority Amy Bailey Senior General Services Technician
Contractor/Offeror Signature _____ (Signature of person authorized to sign)	Department of Transportation _____ (Authorizing Signature)
Date Signed:	Date Signed: September 26, 2006



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- I. In the event a random sample is pulled and later found non-compliant, liquidated damages will be assessed. Since it would be hard to determine exactly how much fuel was used by MoDOT and other agencies vehicles or equipment in the duration that the fuel was being tested, and the unknown damage to vehicles that might occur as a result of these acts, liquidated damages will be assessed in the amount no less than that of the respective invoice if it has already been paid.
 - II. Also, the supplier shall be responsible for the cost of thoroughly cleaning the tank of any remaining fuel and for the disposal of any non-compliant fuel. Once the tank is deemed clean, acceptable and free of contaminants, the supplier will be allowed to refill the tank with acceptable fuel. A \$200/day penalty will be assessed from the time the fuel is deemed bad and for every day the tank remains idle up to and including the day the tank is refilled. Any supplier who does not clean the contaminated fuel from the tank within five (5) business days from notification, will be subject for suspension by the Missouri Department of Transportation.
4. Every MoDOT District is equipped with an ‘Instant Cloud Point Tester’ to determine a fuels acceptability. If it is determined that the fuel is unacceptable, **no deliveries will be halted due to the reading from the Instant Cloud Point Tester. Any readings obtained from this tester will only be used as an indication that fuel might be out of specification. Properly sampled fuel will then be taken and sent in for further testing and compliance.**
 5. Fuel can be rejected at any MoDOT facility by visual inspection if the MoDOT representative has reason to believe the delivered fuel does not meet specification and/or may cause damage to MoDOT vehicles or equipment. A sample will be taken and sent off to a certified lab for analysis. All deliveries will be halted until further testing is done.
 - a) If the fuel is found unacceptable, MoDOT will not be responsible for paying for the fuel dispensed prior to the visual inspection, nor will they be responsible for acceptance or payment of the fuel on the delivery truck at that time. Any fuel dispensed prior to the testing shall be subject for removal by the supplier at no cost to MoDOT. *Refer to section 3.b.II) above.*
 6. Deliveries and/or payment may be refused if quality is unacceptable.
 7. Notification will be given to the supplier when fuel is found unacceptable.
 8. Liquidated damages listed above are in line with how the Uniform Commercial Code (UCC) Article 2 reviews assessment of them. *Sections referred to, but not inclusive are: Section 2-301, 2-708, 2-710, 2-715 and 2-718*

FUEL SPECIFICATIONS

- 1 Supplier must not blend in MoDOT’s fuel storage tanks. Any blending and/or splash blending must be done prior to delivery.
- 2 All fuel must meet the requirements of the attached specifications, formulated for use in motor vehicles.