



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

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March 2, 2018

**IFB #2018- 071
Diesel Fuel**

ADDENDUM NO. 3

Questions

Due Date & Time:
March 8, 2018 2:00PM
(Local Prevailing Time)

RFQ #2018-071
Diesel Fuel
Addendum No. 3

1. If we were to insert any conditions into our NYMEX Adder 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?

Answer: Please see Virginia Public Procurement Act at the following address for guidance:

<https://www.roanokecountyva.gov/index.aspx?NID=411>

Attachment:

Exceptions/Clauses to the Bid for Gasoline and Diesel Fuel:

Petroleum Traders Corporation may be willing to discuss the removal of conditional clause statements in our bid submission.

The following are the additional terms and conditions to be applied to the firm fixed price proposal submitted by Petroleum Traders Corporation to the ----- for the current fuel bid and are to be considered a part of our bid and resulting contract.

- 1) Payment terms will be Net 30 days with no discount.
- 2) 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 Petroleum Traders Corporation 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.
- 3) Contract cannot be terminated for convenience.
- 4) Any extension of this contract beyond the original contract period for the firm fixed pricing format will be by mutual agreement only.
- 5) This response to your bid invitation is given with the understanding that our exceptions/clauses contained herein shall prevail over any bid invitation conflicting requirements.

2. Regarding the indemnification language listed on pages 11 and 12... below you will find our legal department's standard indemnification language we often use in our contracts. Would this language be acceptable for the indemnification and hold harmless clauses?

Petroleum Traders Corp. agrees to defend, indemnify and hold Purchaser harmless as to and from all claims, demands, suits, causes of action, costs and expenses asserted against Purchaser arising in whole or in part out of the negligence, reckless or willful misconduct of Petroleum Traders Corp. or its agents. Purchaser agrees to defend, indemnify and hold Petroleum Traders Corp. harmless as to and from all claims, demands, suits, causes of action costs and expenses asserted against Petroleum Traders Corp. arising in whole or in part out of the negligence, reckless or willful misconduct of Purchaser or its agents. If it shall appear that the claims shall have arisen out of the joint, concurrent or consecutive fault of both Purchaser and Petroleum Traders Corp., then until otherwise established by agreement or by judicial decision, the allocation of fault for purposes of these indemnity provisions shall be 50/50. These indemnity provisions apply only to claims, demands and causes of action sounding in tort, and do not apply to claims, demands and causes of action governed by the Uniform Commercial Code. As to any claim for which Petroleum Traders Corp. accepts the responsibility for indemnity, Petroleum Traders Corp. shall be solely responsible for the conduct of that defense, including all litigation decisions. As to any claim for which Purchaser accepts the responsibility for indemnity, Purchaser shall be solely responsible for the conduct of that defense, including all litigation decision.

Answer: No

IMPORTANT

*****Please sign and return with your bid package*****

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Sign Name:

Print Name:

Date: