

Posted Date: October 4, 2023

Solicitation No.: B230519CMR

Solicitation Name: Fuel Site Service and Repair

**Subject:** Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

## 1. REVISED BID/PROPOSAL FORM

Revisions have been incorporated into the Bid/Proposal Form. The Bid/Proposal Form has been updated and a new Bid/Proposal Form identified as **ADDENDUM 2 - REVISED** 

Bid/Proposal Form has been uploaded to the solicitation webpage on the Lee County Procurement website.

Bidders MUST use the new Bid/Proposal Form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

## 2. ARTICLE REVISION

## 5. LABOR RATES

4.2 The hourly labor rates shall include all costs associated with the performance of the services specified, except parts cost. Hourly rate shall include direct labor, equipment use, incidental parts and material, tools, overhead supervision, insurance, fuel, mileage and/or travel time, and all other associated cost.

## 7. REPLACEMENT PARTS

- 7.2. All costs incurred for the replacement parts shall include shipping cost, fees, and or any taxes Vendor paid. Vendor Invoice submitted to the County for services performed that include replacement parts shall include documentation evidencing Vendor cost for parts. Invoice shall include a separate line for percentage markup on cost of replacement parts.
- 7.3. Parts shall be shipped to Vendor's warehouse. At no time shall the County hold and/or receive any parts on behalf of Vendor.

## **8. SERVICE CHARGE FEE**

- 8.1. Service charge shall be defined as a one (1) time trip charge that shall include all mileage to and from location(s) being serviced. Fee shall include any drive time, fuel, mileage, and tolls.
- 8.2 In the event of multiple locations being serviced on the same day, only one (1) service charge shall be charged for that day. The only exception for a second service charge would be if a location is located outside of Lee County.

# 3. QUESTIONS/ANSWERS

| 1.     | For liquidated damages on page 3, we are not doing an installation, we are doing service repair. Normally it only takes a few hours to complete a repair. I just want to make sure |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | that this is not applicable to this project?                                                                                                                                       |
|        | Liquidated Damages listed on page 3 of the Solicitation refers to the definition                                                                                                   |
| Answer | sections of Terms and Conditions. Liquidated Damages does not apply for this                                                                                                       |
|        | Solicitation.                                                                                                                                                                      |

| 2.     | Page 6 of this packet it talks about quality guarantee/warranty where it mentions guaranteeing work for 12 months. I just want to make sure this does not apply for the |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | service repair.                                                                                                                                                         |
| Answer | Article 9 on page 6 (Quality Guarantee/Warranty) is part of the standard Terms                                                                                          |
|        | and Conditions. Please refer to page 17, article 4 of the Scope of Work and                                                                                             |
|        | Specifications, where it states the warranty that applies to this Agreement.                                                                                            |

| 3.     | Page 9 of this packet, on authority to utilize by other entities. I have seen this before<br>and to be able to share with other entities. The problem with that is, we are working<br>with Lee County and lets say another County wants to use it. That wouldn't work<br>because of the way this is set up. |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Answer | Page 9, Authority to Utilize by other Government Entities gives the opportunity for other entities to utilize this Agreement subject to the agreement of Vendor.                                                                                                                                            |

| 4.     | Page 12, on shipping it says you have include your shipping cost on the parts cost. How do we cover that cost?                                                                      |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Answer | Shipping cost shall be included as part of the cost and invoice shall be submitted showing such cost. Please refer to Article Additions within this addendum further explaining it. |

| 5.     | On page #18 of #33 of the Bid Packet,                                                        |
|--------|----------------------------------------------------------------------------------------------|
|        | "4.2. The hourly labor rates shall include all costs associated with the performance of      |
|        | the services specified, except parts cost. Hourly rate shall include direct labor,           |
|        | equipment use, incidental parts and material, tools, overhead supervision, insurance,        |
|        | fuel, mileage and/or travel time, and all other associated cost".                            |
|        | The question is Will Lee County allow for a "Trip Charge" flat fee to cover the              |
|        | associated costs for fuel, mileage, and travel time per location when invoiced? This flat    |
|        | fee will be equal for all locations in addition to the Labor rate. Please advise, thank you. |
| Answer | The County has added a service charge fee. Please utilize Addendum 2- Revised                |
|        | Bid/Proposal Form included in this addendum.                                                 |

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Carolina Rodriguez Carolina Rodriguez 0

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