



# TRINITY METRO<sup>SM</sup>

**10/7/2025**

## **ADDENDUM #3**

**THIS ADDENDUM IS ISSUED TO:**

**TITLE: Fuel Delivery Services**

**RFP Number: 25-T050**

**Purpose: Answers to Vendor submitted questions**

**\*\*Answer in red\*\***

1. Is the pricing to be daily or weekly pricing? **Per delivery**
2. Will metered BOLs timestamped from the loading terminal be accepted as part of the required paperwork in place of a meter equipped semi-truck trailer? **Yes**
3. Do your tanks have monitors that are able to be remotely accessed? **Trinity Metro does not currently have remote access to the tank monitors.**
4. Is there a specific DBE goal for this bid? **There is no DBE goal for this solicitation.**
  - 4a. If so what is the percentage? **NA**
  - 4b. If so may we be provided with a list of approved DBEs? **NA**
5. Is the Transit participating in a fuel contract currently or does the Transit purchase on the spot market? **Spot market**
  - 5a. If on a contract who is the current vendor and what are the current margins? **NA**

6. We would like to know if we could be provided with an update on our FOIA request. **The requested information is still being gathered.**

7. We would like to confirm what octane of gasoline your site requires. Would it be 87 octane? **87 octane (10% ethanol)**

8. What is the average ordered volume per truck load? Are orders placed as split loads of gas and diesel on the same truck? **Average order volume for unleaded is 4925 gallons every 11 days. Diesel deliveries are separate. Diesel deliveries are on a "as needed" basis averaging only 350 gallons PER YEAR.**

9. If a Firm Fixed Price Per Gallon, would a Firm Fixed Price be allowed to move with the market until time of lock in? **No, the submitted price must remain fixed until award, but the contract may include a mutually agreeable price escalator, such as the PPI, for the term.**

9a. If not, when is the anticipated award date and time for locking in awarded gallons? **NA**

10. If we were to insert any conditions into our Firm Fixed Price Per Gallon bid, would they be taken into consideration or rejected? **All submitted conditions must be clearly identified for review, and they may be accepted or rejected upon our evaluation.**

-Payment terms will be Net 30 days with no discount. **Agreed**

-Our company reserves the right to adjust our submitted firm prices with the current NYMEX settlement until the date a written receipt of award or the intent to award is received. Your letter of intent is considered a binding commitment to purchase these gallons. If no contract can be made until a board approves, then the gallonage and price protection cannot begin until we have a signed contract. **Disagree. Bid may be submitted with the conditions, Trinity Metro has the right to reject the bid if we cannot agree to terms.**

-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. **We require only a good-faith estimated volume, will not be billed for unused gallons, and will negotiate any volume purchases outside of the contract terms.**

-Contract cannot be terminated for convenience. **Reject. As a public entity, the right to terminate for convenience is reserved under mandatory federal clauses and must remain in the contract.**

-Any extension of this contract beyond the original contract period for the firm fixed pricing format will be by mutual agreement only. **Agreed**

-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. **Reject. All bid documents, terms, and conditions must prevail over any conflicting terms contained in the vendor's response.**

11. If a Firm Fixed final price, would the locked in gallons be a guaranteed volume? **No, the locked-in price is firm for all purchases up to the estimated volume, but we do not guarantee the volume.**
12. Is the "Fixed Price" to be a fixed margin or a Firm Fixed final price per gallon? **We require a fixed margin dollar amount to be applied over a verifiable market index, not a firm fixed final price per gallon.**
13. Is pricing to be over an index such as the OPIS Average or is it to be over cost? **Pricing must be based on a fixed margin dollar amount over a verifiable industry index, such as the OPIS Average, not over cost.**
14. Are common carriers seen as subcontractors? **Yes**
15. Could you please explain the tank set up at your site that it requires a pump equipped truck to fill a below ground tank. **Below ground**
- 15a. Is the tank below ground at the top of a hill where the truck parks at a lower elevation? **No**
- 15b. Does the truck need to have additional lengths of hose to reach the fill point? **No**
16. Please provide estimated annual usage for each location. **Estimated annual usage is 162,525 gallons**
17. Please provide site delivery information (i.e. physical address, delivery hours / days of week). **1601 E. El Paso, Fort Worth, TX 76102**
18. Please provide tank sizes for each location. **Underground tank capacity is 10,000 gallons**

**ALL TERMS OF THE REQUEST FOR PROPOSAL REMAIN THE SAME UNLESS CHANGED THROUGH A WRITTEN AMENDMENT TO THE REQUEST FOR PROPOSAL. NO ORAL CHANGES ARE BINDING. CHANGE REQUESTS MUST BE IN THE FORM OF A WRITTEN REQUEST TO BE ANSWERED IN A WRITTEN ADDENDUM.**

**RESPONDANTS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE FORM 1 IN THEIR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE THE PROPOSAL.**

End of Addendum # 3