

Aviation Gas, Jet Fuel and Jet Fuel Additive
Revised 08.21.2023
Solicitation 6100059175

- I. CONTRACT SCOPE/OVERVIEW:** This solicitation, 6100059175, covers the requirements of Commonwealth of Pennsylvania (“Commonwealth”) agencies for Aviation Gas 100LL, Jet Fuel A and Jet Fuel Additive (Anti-Icing) at the Capital City Airport, New Cumberland, Pennsylvania.
- II. TERM OF CONTRACT:** The initial term of the contract shall commence on the Effective Date, to be no sooner than October 1, 2023, and expire on September 30, 2024, unless extended or renewed, as defined in Section V.2 of the Terms and Conditions.
- III. BIDDING:** The Jet A and Aviation Gas 100LL bid price is the price differential established as a “marketplace” or “retail” posted price by Supplier for Capital City Airport (KCXY) as described in the Price Adjustment Clauses XI. The price differential includes all transportation, delivery, handling charges, fees, overhead, profit, and any applicable taxes, etc. The differential shall remain fixed for the initial contract term.
- IV. DELIVERIES:** Supplier agrees to provide fuel to agency aircraft within forty-five (45) minutes of a request by agency flight personnel. Demand on the field at the time of request will be considered. Metered delivery tickets shall be presented to agency flight personnel. No minimum delivery requirement applies.
- V. PRICE SUBMISSION AND INSTRUCTIONS:** Suppliers will submit their pricing responses utilizing the Excel “Attachment A-Aviation Gas Jet Fuel and Jet Fuel Additive Bid Sheet 08.21.2023”. When completing the Bid Sheet, Suppliers are to complete the empty yellow spaces for each products’ differential, additive per gallon and market price reporting source to be used for Jet A and Aviation Gas 100LL.
- VI. FUEL SPECIFICATIONS:** The selected supplier is required to furnish the aviation fuel in accordance with the current revision of the following specifications:
- a. Aviation Gas, 100 octane, Low Lead – ASTM D910-20a, “Standard Specification for Leaded Aviation Gasolines”
 - b. Jet A Fuel – ASTM D1655-20d, “Standard Specification for Aviation Turbine Fuels”
 - c. De-Icing Additive – ASTM D4171-16a, “Standard Specification for Fuel System Icing Inhibitors”
 - d. NFPA 407-2017, “Standard for Aircraft Fuel Servicing”
 - e. NFPA 30, “Flammable and Combustible Liquids Code”
 - f. Pennsylvania Code, Title 34, Chapter 14a, “Storage and Use of Flammable and Combustible Liquids”

VII. LABORATORY TESTING RESULTS: The Department of General Services reserves the right to require the awarded supplier to provide certified data from laboratory testing performed by the suppliers, or performed by an independent laboratory, as specified by the department. All costs associated with supplying these samples are the responsibility of the supplier.

When it is found that fuel delivered does not comply with the specification requirements, the supplier, at their own expense, may be required to remove all such sub-standard fuel from the purchaser's tank (s) and replace it with fuel meeting the specifications if such removal is so instructed by the Department.

When the inspection of the tank (s) after removal of the sub-standard fuel indicates that the delivered product has rendered the tank (s) unsuitable for use, then the supplier may be responsible for cleaning of the tank (s) so affected, if such cleaning is so instructed by the Department.

VIII. INCURRING COSTS: The Commonwealth is not liable for any costs or expenses incurred by suppliers in the preparation of their bids.

IX. DOCUMENTS TO BE RETURNED WITH BID: The following documents must be completed and attached to the electronic bid submission in order to be considered a responsive and responsible bidder.

- Attachment A - Aviation Gas Jet Fuel and Jet Fuel Additive Bid Sheet in Excel format. Do not provide in PDF format. Failure to return this document or to return it without bid pricing will result in the bid being rejected.
- State of Manufacture Chart. This is the GSPUR-89 Reciprocal limitations Act.
- Completed Worker Protection and Investment Certification Form (BOP-2201).
- Iran Free Procurement Certification Form.

Note: If your company is not registered as a supplier with the Commonwealth of Pennsylvania, please do so by completing an online registration at www.pasupplierportal.state.pa.us . On the website, the "Supplier Service Center" tab provides detailed information on the registration process.

X. PRICING: Pricing differential shall remain fixed for the initial term (1 year) of the contract. At the time of contract renewal, the awarded supplier may submit a price differential increase or reduction for the products listed and annually thereafter with proper justification and approval with the mutual consent of both the Commonwealth and the supplier. Price differential adjustment may be negotiated at any renewal.

XI. PRICE ADJUSTMENT CLAUSE FUEL:

- a. The total fuel price is comprised of the daily "marketplace" or "retail" price of a particular product, minus the awarded price differential.
- b. The price for Aviation Gas 100LL and Jet A fuel price change shall be established as a "marketplace" or "retail" posted price by Supplier for Capital City Airport (KCXY).
- c. The Supplier will provide via email the Issuing Officer in section XVIII below managing the contract the posted price for the day of change for Avgas 100LL and Jet A that includes all transportation, delivery, handling charges, fees, overhead, profit, and any applicable taxes, and discounts. Supplier shall provide the online or publication source for the "marketplace" or "retail" posted price used for Avgas 100LL and Jet A by the Supplier. Such source can be

Supplier's website and an industry online directory such as AirNav.com or FltPlan.com for the issuing office to verify the Supplier's posted price.

- d. The price change will be computed as a notification from the supplier is provided. If the supplier does not provide pricing, then the last published price information will remain in effect.
- e. During the contract period, the awarded supplier and the Commonwealth may mutually agree to a fixed price per gallon. The fixed price will then be added to the awarded negative price differential to establish the total price per gallon. The fixed price will be in effect for the remaining term of the contract.

XII. PRICE ADJUSTMENT CLAUSE ADDITIVE: If the manufacturer/distributor increases or decreases the cost of the jet fuel additive subsequent to bid opening, the Commonwealth agrees to adjust the awarded additive price by the same percentage increase or decrease. A request for an increase or decrease shall be accompanied by a letter/correspondence from the manufacturer/distributor that states the percentage of the increase or decrease and the effective date of the increase or decrease.

XIII. AWARD / LOW PRICE DETERMINATION: Award shall be made to a single responsive and responsible supplier. The basis for award is the greatest cumulative total discount offered. This cumulative total price is calculated by multiplying the contractor's bid price (price differential) by the estimated quantity for each applicable line item and then adding the total prices for each line item.

XIV. INVOICES: Payment will be based upon the total fuel price in effect on the day that the fuel delivery is made. The total fuel price is comprised of the daily adjusted fuel price minus the awarded price differential. Invoices may reflect the adjusted fuel price of a particular product that appears on the posted change notice, the awarded price differential, and the total fuel price. When invoicing, no other taxes or fees shall be added to the total fuel price. This action may delay invoice payment. Any applicable taxes or fee assessments shall be included in the price differential. In addition, the total fuel price shall not be rounded to the next decimal point.

If, as a result of legislation or any regulatory body, a new tax or fee is established subsequent to bid opening then the supplier may request that the new tax or fee be added as part of the total fuel price. As a minimum, the request shall include the name, amount, effective date, and applicability, of the new tax or fee, as well as reference to the legislation or regulation that authorized it. If the Commonwealth agrees that it is subject to the new tax or fee, then a change notice will be issued to allow for payment.

If, as a result of legislation or any regulatory body, a current tax or fee is increased or decreased subsequent to bid opening then the supplier may request that the increase or decrease of the tax or fee be calculated as part of the total fuel price. As a minimum, the request shall include the name, amount of increase or decrease, effective date, and applicability, of the tax or fee, as well as reference to the legislation or regulation that authorized it. If the Commonwealth agrees that the increase or decrease is appropriate, then a change notice will be issued to allow for payment.

XV. PAYMENT METHOD: To facilitate prompt invoice payments, Commonwealth agencies shall utilize the Purchasing Card and/or the Utility Purchasing Card.

XVI. ADDITIONAL LINE ITEMS: Additional line items that are reasonably construed to be within the scope of the contract may be added to the contract through mutual agreement of the contractor, the using agency, and the Department of General Services. Fair and accepted pricing will be comparable to similar items or the appropriate based line items.

XVII. REPORTING REQUIREMENTS: Suppliers are required to provide a monthly report to the contracting officer of the quantity and total price of each product delivered to the Commonwealth. The report shall be in a format (Excel or PDF) and contain the following data elements at minimum: Using agency name, type of product delivered, Tail number, date of delivery, quantity of product delivered (gallons), and unit cost of each individual product delivered. The report is due fifteen (15) calendar days after the last date of the reporting month.

XVIII. INQUIRIES: Direct all questions concerning this solicitation to the appropriate buyer named herein.

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