



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

Bureau of Procurement
Forum Place, 6th Floor
555 Walnut Street
Harrisburg, Pennsylvania 17101

TO ALL INTERESTED CONTRACTORS:

You are invited by the Commonwealth of Pennsylvania, Department of General Services (Department), to submit a proposal in response to the attached Invitation to Qualify (ITQ), CN00029965. The Commonwealth seeks Qualified Contractors for the procurement of liquid fuels, tank wagon delivery (under 5,000 gallons), to include heating oil, unleaded gas, and diesel fuel, in support of various agencies throughout the Commonwealth. Those contractors that respond to this ITQ, if found qualified by the Department and are awarded a contract, will be eligible to receive Requests for Quotes (RFQs) from Commonwealth Agencies and offer price quotes for the various fuel type requirements under 5,000 gallons.

Solicitation Number: CN00029965

Open Enrollment Period, Proposals Accepted: January 1, 2009 – October 31, 2013

Sincerely,

Jack Banks
Commodity Specialist
Bureau of Procurement

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PART I

INSTRUCTIONS FOR COMPLETION OF PRE-QUALIFICATION APPLICATION

1. **Application Submission:** Your submitted response **must** be completed on the documents provided and **must** include the completed contract signature page. **All ITQ contract documentation must be returned to the Issuing Office.** A copy of all documents should be made for your records.

2. **Completion of the Signature Page:** The contractor's signature shall be in ink. If any information is changed in any manner, the contractor's authorized signatory must initial and date immediately following the information.

Do not alter the form. Adding anything other than information specifically required by the Department may be interpreted as a contractor "conditioning" the ITQ (which may cause the ITQ to be rejected by the Department).

Except for signatures, please print legibly or type all required information.

a. **For Corporations:** Only the signature of a senior officer is required. Senior officers include Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer and Chief Operating Officer.

b. **For Limited Liability Company (LLC):** The signature of the Manager or Member is required. No other titles will be accepted unless the contractor provides proof that the signatory has been delegated signature authority.

c. **For Sole Proprietorships:** The signature of the Owner is required. A sole proprietorship doing business as (d/b/a) or trading as (t/a) another name—should indicate such. For example:

John Brown d/b/a or t/a
Brown's Janitorial Service

d. **For Partnerships:** The signature of the General Partner is required.

If signature authority has been delegated by any required principal (as cited above) to another official, (i.e., the Office Manager, the Comptroller, the Sales Manager, etc.), a copy of the resolution (for corporations) or power of attorney (for Partnerships and Sole Proprietorships) signed by the required principal delegating that signature authority to that specific individual must be provided prior to execution of the Contract. For a municipality or an authority, the delegation document must be either a resolution of the governing body or delegation provided by the organization's by-laws.

The ITQ may be rejected if not signed by an individual authorized to contractually bind the organization.

3. **Product and Delivery Scope:** Contractors are to complete the attached Excel spreadsheet entitled "Designation of Fuel Types and Delivery" indicating the type of fuel the Contractor is willing and able to provide and the counties that the Contractor wishes to service. Place an X in the cell corresponding to the desired fuel (s) and county or counties.

4. **COSTARS Purchasers.** Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Purchasers”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

A. Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit **only** to DGS-registered COSTARS members to make COSTARS purchases from this Contract.

1. A “local public procurement unit” is:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.

B. COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

C. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.

D. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

E. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

1. Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to GS-PACostars@state.pa.us or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS's written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.

2. The Contractor shall include on each report the Contractor's name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.

3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

F. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars.

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

Telephone: 1-866-768-7827

E-mail GS-PACostars@state.pa.us

If your firm is awarded a Contract, does it agree to sell the awarded items, in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the contract?

Please Answer: **YES** _____ **NO** _____

5. **Contractor Registration:** All contractors must be registered on the Pennsylvania Supplier Portal. Contractors can register at the following website

<https://www.pasupplierportal.state.pa.us/irj/portal/anonymous/>.

PART II

INFORMATION REQUIRED FROM CONTRACTORS

1. **Statement of Qualifications:**
 - a. Acceptance of the Mandatory Requirements found in this Part.
 - b. Contractors must submit properly executed contract signature page.
 - c. Contractors must submit a completed “Designation of Fuel Types and Delivery” spreadsheet
2. **Mandatory Requirements:** By executing this Contract, the contractor acknowledges the following:
 - a. You have submitted a complete response to this ITQ.
 - b. Your proposal contains the Contract Signature Page with an **ORIGINAL SIGNATURE** of an official of your company authorized to bind your company to the provisions of this ITQ.
 - c. You agree that the contents of your proposal will become part of any contract that may be entered into as a result of this ITQ and any subsequent RFQs.
 - d. You agree that your proposal will remain valid during the entire contract period.
 - e. If your firm is selected to receive Request(s) for Quotes (RFQ), you agree to comply with the contract terms and conditions and the specifications of this ITQ and to furnish the required products as specified in the RFQ.
 - f. You agree that you must maintain your status as a qualified contractor in order to remain eligible to receive an RFQ.

PART III
CRITERIA FOR QUALIFICATION

1. **Mandatory Requirements**: The Department will review proposals to determine if each contractor complies with the Mandatory Requirements found in Part II, Paragraph 2. A contractor's non-acceptance of, or noncompliance with any of these mandatory requirements shall result in the disqualification of the proposal.

2. **Responsible and Responsive**: The Department will then evaluate proposals to determine contractor responsiveness and responsibility.

3. **Award of Contracts**: All responsible and responsive contractors that have met the Mandatory Requirements found in Part II, Paragraph 2, and which meet the above qualifications, will receive a signed Contract and are eligible to receive RFQs.

PART IV SPECIFICATIONS

Qualified Contractor (s) will be required to furnish the various fuel types in accordance with the most current Pennsylvania Commercial Item Descriptions (PCID) applicable to each fuel or latest American Society for Testing and Materials (ASTM) Standard. The current specifications are listed below. The current versions of the PCIDs are also provided as attachments.

- Diesel Fuel – PCID NO. 1056, entitled “Fuel, Diesel”, effective 5/04/09
- Heating Oil – PCID NO. 1101, entitled “Fuel Oil, Heating #2”, effective 5/04/09
- Bio Diesel Fuel – PCID NO, 1107, entitled “Biodiesel Fuel, B100”, effective 5/04/09
- Unleaded Gas – ASTM D4814, Specification for Automotive Spark –Ignition Engine Fuel (Latest Version)
- Any future specifications may be added as needed.

PART V
SPECIAL CONTRACT TERMS AND CONDITIONS

1. **Order of Precedence:** These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. STANDARD TERMS & CONDITIONS ARE INCORPORATED BY REFERENCE. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions for Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

2. **Purpose:** The purpose of this Invitation to Qualify (ITQ) is to qualify responsible and responsive contractors for the procurement of liquid fuels, tank wagon delivery (under 5,000 gallons), to include heating oil, unleaded gas, and diesel fuel, by various Commonwealth agencies located throughout the Commonwealth.

This ITQ will result in a contract that is the first step in a two-step procurement process. Only those contractors that respond to this ITQ and that the Department of General Services (“Department”) determines to be qualified (“Qualified Contractors”) will be eligible to participate in the second step.

The second step involves Requests for Quotes (“RFQ”) to the Qualified Contractors. Through this two-step process, Commonwealth agencies will offer Qualified Contractors the opportunity to submit prices for their specific fuel type requirements. The Qualified Contractors selected through the RFQ process (“Selected Contractors”) will supply the specified fuel type according to the specific requirements of the RFQ.

3. **Issuing Office:** This ITQ is issued for all Commonwealth using agencies by the Department of General Services, Bureau of Procurement. The Issuing Office is the sole point of contact in the Department for this ITQ. Please refer all inquiries to:

Jack Banks, Commodity Specialist
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, Pennsylvania 17101
Telephone No. (717) 787-6586
E-Mail: jbanks@state.pa.us

4. **Scope:** This ITQ contains instructions for preparing and submitting a proposal, specifications, requirements which must be met to be eligible for consideration, contract terms and conditions, and a contract signature page.

5. **Proposals:** To be considered, a proposal must consist of a complete response using the instructions provided in Part I of this ITQ. The contract signature page must be included with the proposal and have an original signature of an official authorized to bind the bidder to the provisions of the proposal and ITQ. The contents of the proposal of a Qualified Contractor and this ITQ will become contractual obligations when the contract is executed. For this ITQ, the proposal, as submitted, must remain valid during the entire execution process.

6. **Addenda to the ITQ:** If it becomes necessary to revise any part of this ITQ, addenda will be executed and posted to the Department’s website <http://www.emarketplace.state.pa.us>.

7. **Alternate Proposals:** The Department will not accept alternate proposals. Alternate proposals are those that are provided in a form other than that specified by the Department. The Department will not accept proposals wherein a contractor alters any of the forms provided in the application.
8. **Rejection of Proposals:** The Department reserves the right to reject any and all proposals received as a result of this ITQ.
9. **Incurring Costs:** The Department is not liable for any costs or expenses incurred in the preparation and submission of a proposal.
10. **Submission Due Date:** For the initial enrollment period, the submission deadline for this ITQ is on October 15, 2008. It is in the best interest of all contractors to submit the required information by the initial submission date in order to qualify for the full contract period. Responses **MUST** be delivered or mailed to the address below:

Department of General Services
Attn: Bureau of Procurement Bid Room
Forum Place, 6th Floor
555 Walnut Street
Harrisburg PA 17101-1914

It is the responsibility of each contractor to ensure that its proposal is received at the stated address prior to the response date regardless of medium used. If a contractor decides to mail its proposal, the contractor should allow adequate time for delivery. The proposal must be enclosed and sealed in an envelope clearly marked "Proposal" and include the assigned contract number.

In no event will a contractor be permitted to submit quotes until the contractor has been qualified through the ITQ process and has received a fully executed contract.

Enrollment for the remainder of the contract period will be accepted again starting January 1, 2009 and the Department of General Services will continue to accept proposals at the address shown above through October 31, 2013.

11. **Definitions:** The following definitions apply to the words and phrases used in this Part, unless the text or usage clearly indicates otherwise:

Request For Quotes (RFQs): A description of the required product or products and provides interested Qualified Contractors with sufficient information to enable them to prepare and submit quotes.

Contract: The contract executed as a result of this ITQ.

Contractor: The Qualified Contractor(s) selected as a result of the RFQ to furnish liquid fuels to meet the requirements of the using agencies.

12. **Request For Quote (RFQ):** Using agencies initiate a Request for Quote to Qualified Contractors which will include, but not be limited to, the product type, quantity, delivery location, other special terms and conditions, and bid response requirements. Requests for quotes may be issued on an as-

needed basis through mail, facsimile, electronic mail, or by phone depending on the expected dollar value of the order.

Contractors must submit quotes by the date and time specified in each RFQ to be considered for award. All quoted prices are firm and must be prepared and submitted in accordance with the special terms and conditions of the RFQ. Quoted prices must be comprehensive of any applicable taxes for which the Commonwealth is not exempt. The Contractor shall include the State in which the fuel is produced in their response to any RFQ.

Contractors must respond to each RFQ even with only a "NO BID." Should a Contractor fail to respond to five (5) successive RFQs, the Commonwealth may elect to remove the Contractor from the listed of qualified Contractors for a particular county or counties.

When applicable, RFQs must be signed by an authorized signatory of the company.

13. **Order Method:** Using agencies will place orders against this contract via the RFQ process using one of two methods. First, agencies may issue a Purchase Order to the selected contractor for items specified and awarded through an RFQ. Secondly, agencies may provide the selected supplier with a Commonwealth VISA Purchasing Card number designated for either the agency or using location. In this case, this VISA card is to be charged for the quoted dollar amount for the quantity of fuel requested in the RFQ.

Using agencies are required to use the Commonwealth Purchasing Card as the ordering and payment method for all orders against this contract under \$5,000 in value unless granted a waiver by the Department of General Services.

Each RFQ and/or order placed using either method specified above will be deemed to incorporate the terms and conditions set forth in this Contract. The Contractor cannot begin work until receipt of either a fully executed Purchase Order or agency authorization to charge ordered fuel to the appropriate Commonwealth VISA purchasing Card.

14. **Invoicing Method:** Where a Purchase Order is issued, Contractors are to send invoices to the proper Comptroller address indicated on the purchase order including the following information:

- a) Contractor name and contact information
- b) Purchase Order Number
- c) Date of delivery
- d) Description of fuel delivered
- e) Quantity (from RFQ)
- f) Unit price quoted at time of RFQ inclusive of any applicable taxes
- g) Total dollar amount due

Any additional information included or any deviation from the quoted quantity and/or price as listed on the Purchase Order may cause invoice reconciliation difficulties, delaying a Contractor's payment.

15. **Deliveries:** Supplier shall deliver fuel within five (5) days after receipt of a purchase order or agency notification for delivery. In an emergency situation, the Supplier shall deliver fuel(s) within 24 hours after agency notification of delivery or as otherwise agreed to, by the using agency and the Supplier. Deliveries shall be at the tank inlets at each individual facility for each individual fuel type.

16. **Contractor Duties:**

- a) The Contractor shall be compensated only for the quantity and product type requested by the using agencies and subsequently awarded.
- b) It is understood that prices quoted and awarded are at FOB Destination.
- c) Materials must conform to the specifications provided herein and incorporated into the Contract.
- d) Contractors will be required to provide usage reports for this Contract to the Issuing Office upon request. These reports are to include the following information: contract number, PO number, delivery date, type of fuel delivered, quantity of fuel delivered, unit price, total price, agency, and delivery location.

17. **Additional Products:** The Department of General Services reserves the right to add additional fuel products to the scope of this ITQ at any time. Specifically, DGS intends to add on-road Diesel and Bio-Diesel fuels to this contract, September 1, 2009, for all Commonwealth counties. DGS also reserves the right to add deliveries over 5,000 gallons to the scope of this ITQ.

Contractors may add or drop any fuel type or county for delivery within the scope of the contract from its qualification by submitting a written request to the Department of General Services. Written requests should include the type of fuel and/or counties to be added or dropped.

18. **Term of Contract:** The Contract shall commence on the date of the Contractor's receipt of the fully executed contract and expire on October 31, 2013.

19. **Option to Extend:** The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months to enter into a new contract.

20. **Debriefing Conference:** Contractors that are not qualified by the Department to participate will be notified and will be given an opportunity to be debriefed. The purpose of the debriefing is to provide information that may assist the individual contractors in preparing better quotes in the future. The Issuing Office will schedule the date, time and location of any and all debriefing conferences.

21. **Protest Procedures:** The protest procedures are set forth on the Department's website at <http://www.dgs.state.pa.us/procurement>. Any protest arising from the award or non-award of a Contract by DGS as a result of this ITQ must be filed with the DGS Deputy Secretary for Procurement. Any protest arising from an RFQ or an award as a result of an RFQ must be filed with the respective head of the using agency or their designee.

22. **Claims:** Any claims against the Commonwealth must be filed in accordance with Paragraph 22 (Contract Controversies) of the *Standard Contract Terms and Conditions for Department of General Services Statewide Contracts for Supplies – SAP*, GSPUR-12E (SAP), Rev. 12/17/07. If a claim results from a using agency purchase order, the claim must be filed with the contracting officer from the using agency.

VI
STANDARD CONTRACT TERMS AND CONDITIONS

This ITQ is comprised of the following document incorporated by reference:

GSPUR-12E (SAP), Standard Contract Terms and Conditions for DGS Statewide Contracts for Supplies
(Rev 12-17-07)

This document is available on-line at www.portal.state.pa.us , Procurement, Quick Links: Forms or by contacting the commodity specialist who issued the ITQ.

PENNSYLVANIA DEPARTMENT OF GENERAL SERVICES

Invitation to Qualify: Liquid Fuels

(Complete in INK or TYPE only – DO NOT use pencil)

READ ALL Directions/Instructions in Part I Before Completing This Page.

CONTRACTOR MUST COMPLETE ALL APPLICABLE AREAS

VENDOR NUMBER All vendors must register with the Commonwealth at https://www.pasupplierportal.state.pa.us/irj/portal/anonymous/ :	
CONTRACTOR NAME & ADDRESS: If SOLE PROPRIETOR is doing business as (d/b/a) another name, see instructions in Part II, attached:	
CONTRACTOR CONTACT PERSON:	
PHONE NUMBER:	()
FAX NUMBER:	()
E-MAIL ADDRESS:	

CONTRACTOR’S SIGNATURE(S), DATE AND TITLE REQUIRED (IN INK)		
CORPORATION: One Signature of a Senior Officer and Title Designation is Required. - Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer, Chief Operating Officer. Any other signature must be accompanied by a resolution authorizing the individual to contractually bid the organization.		
_____	_____	_____
SIGNATURE	DATE	TITLE
LIMITED LIABILITY COMPANY – Manager or Member		
_____	_____	_____
SIGNATURE	DATE	TITLE
SOLE PROPRIETORSHIP – Owner Only		
_____	_____	OWNER
SIGNATURE	DATE	TITLE
PARTNERSHIP – One General Partner Only		
_____	_____	GENERAL PARTNER
SIGNATURE	DATE	TITLE