

Invitation for Bid

**Warehouse Gas & Diesel**

**REF#121917B9RB**

**FOR**

**LUZERNE COUNTY ROAD & BRIDGE DEPARTMENT**

Luzerne County Purchasing Department

Luzerne County Pennsylvania

**DUE DATE: January 9, 2018 at 10:30 AM EST**

**DELIVER TO:** Luzerne County Purchasing Department  
Attn: Mark Zulkoski  
Penn Place Office Building  
20 North Pennsylvania Avenue  
Wilkes-Barre, PA 18711

**FIND US AT: [www.luzernecounty.org](http://www.luzernecounty.org) – click on Procurement**

**ATTENTION:**

Bids will be received weekdays between the hours of 9:00 AM to 4:00 PM only (excluding holidays).  
All bids must be delivered by the time stated in the bid packet.  
All bids must be delivered to the:

**Luzerne County Purchasing Department**  
**20 North Pennsylvania Avenue**  
**Suite 203**  
**Wilkes Barre, PA 18711**

Failure to follow these instructions will result in bid rejection.

Any questions in regard to the bid package, please contact Mark Zulkoski  
At 570 - 820 -6337 or [mark.zulkoski@luzernecounty.org](mailto:mark.zulkoski@luzernecounty.org).

**ATTENTION**

**YOU MUST PRINT THE BELOW ADDRESS AND BID INFORMATION AND AFFIX TO THE**  
**OUTSIDE OF YOUR**  
**BID ENVELOPE. THE BID WILL NOT BE ACCEPTED IF THIS INFORMATION IS NOT**  
**PROVIDED.**

**Luzerne County**  
**Purchasing Department**  
**Penn Place Bldg.**  
**Suite 203**  
**20 N. Penn Ave.**  
**Wilkes-Barre, PA 18711**

**All bid returns must have this label attached**

**Bidders who use USPS Services, PLEASE NOTE:**

The Post Office does not deliver mail directly to Penn Place.  
You should allow additional time for your bid to be forwarded from the Court House to Penn Place. It is the Bidders responsibility to get their bid packets to the **Purchasing Department** by the time specified. It is the Bidders responsibility to get their bid packets to the **PURCHASING DEPARTMENT** by the time specified. **LUZERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL.**  
**ERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL.**

**COUNTY OF LUZERNE**

## Part 1

### General Requirements

**1-1. Purpose.** This Bid is being solicited by Luzerne County's Road & Bridge Department.

**1-2. Issuing Office.** This Bid is issued by the Luzerne County Purchasing Department. Questions regarding this Bid can be addressed by contacting the Luzerne County Purchasing Department at (570) 820-6337. The Issuing Office is the primary point of contact for this Bid. The Road & Bridge Department is the secondary point of contract for this Bid.

**1-3. Scope.** This Bid contains instructions to prospective proposers and specifications for **Warehouse Gas & Diesel Furnishing & Delivery**. Proposals must be submitted to the primary issuing office no later than **January 9, 2018 at 10:30AM EST**. Luzerne County is soliciting this Bid to secure Warehouse Gas & Diesel Furnishing & Delivery for a base agreement period of one (1) year.

**1-4. Background.** The County of Luzerne, a third class County in the Commonwealth of Pennsylvania, is soliciting bids from qualified fuel distributors registered in the Commonwealth of Pennsylvania. The County desires to obtain the highest quality of merchandise and delivery services at the lowest cost to its taxpayers.

#### 1-5. Technical Proposal Requirements.

1. Vendors must have experience, qualifications, delivery fleet and facilities to handle this kind of contract.
2. Invoice each order separately. Do Not mix purchase order numbers on a single invoice.
3. Luzerne County reserves the right to make purchases from other vendors should it be on an emergency basis or should there be a substantial price difference favorable to Luzerne County.
4. All bids are to be compared on the basis of meeting all necessary specifications. No bidder may withdraw his bid for a period of sixty days after the date of opening the proposal. The County reserves the right to award the bid to the vendor other than the low bidder if deemed to be in the best interest of the County.
5. Luzerne County will not be expected to pay freight or delivery charges.

The bid must be accompanied by a Certified Check, Bid Bond or Trust Company Treasurer's Check in the amount of ten percent (10%) of the total amount of the Bid submitted and made payable to County of Luzerne.

No single factor will determine the final award decision, so we encourage all participants to present all pertinent for imperative concepts or policies that may enhance their position as a proposing entity. Several of the above factors will be used to develop a competitive ranking amongst all proposers. The County may narrow its prospective candidates after its initial review and may invite top ranked bidders to a technical proposal meeting to discuss the details of the candidate's proposal.

## **1-6. Method of Award**

The stated quantities are estimates only and County reserves the right to increase or decrease the quantities according to demand and may reorder at any time during the contract period.

The County will purchase from the successful bidder for a period one year, from the date of the contract award through December 31, 2018. The County reserves the right to do multiple awards and modify the proposal as it deems necessary.

In determining to whom to award the contract, the County shall consider the following criteria:

1. Purchase Price
2. The reputation of the vendor and of the vendor's goods and services.
3. The quality of the vendor's goods and services.
4. The extent to which the goods or services meet the County's needs.
5. The vendors past relationship with the County.
6. All companies are required to submit with their bid a certificate of insurance, business licensure, and/or any state or federal accreditation certification.

**1-7. Type of Contract.** If an agreement is entered into as a result of this Bid, it will be developed using a modified version of the County's Master Professional Services Agreement including the term (and any extensions) indicated in Section 1-3.

**1-8. Rejection of Proposals.** The assignment of the above services may be made to one or more of the bidders responding to this Notice, but Luzerne County reserves the right to reject any and/or all proposals submitted, to cancel the solicitation requested under this Notice, and/or to re-advertise solicitation for these services.

**1-9. Incurring Costs.** Luzerne County is not liable for any cost incurred by bidders prior to issuance of a contract.

**1-10. Amendment to the Bid.** If it becomes necessary to revise any part of this Bid, an amendment will be issued to all bidders who received the basic Bid for which Luzerne County has identified and the amendment will be published on the County's website.

**1-11. Response Date.** To be considered, proposals must be received at the primary issuing office no later than the date and time indicated in Section 1-3.

**1-12. Proposals.** To be considered, bidders must submit a complete response to this Bid. Each bid must be submitted with one (1) original and three (3) copies to the Issuing Office. The Bidder will make no other distribution of bids. An official authorized to bind the Bidder to its provisions must sign all bids. For this Bid, the proposal must remain valid for at least sixty (60) days. The contents of the proposal of the successful Bidder may become contractual obligations if a contract is executed.

**1-13. Economy of Preparation.** Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the Bid. Please refrain from adding unnecessary text and materials (Brochures or Company Amplifications) to the bid.

**1-14. Ownership.** All Bidders shall certify and acknowledge ownership of all property proposed for the use for this Bid. No “third party” agreements shall be considered. Bidders shall also certify ownership of all access to the property proposed for use as parking area for this Bid. Bidders that include any access or portion of the parking area that is under easement, agreement and/or covenant with a third party shall be rejected. Bidders must include names of all owners of the bidders firm if not applying as an individual.

**1-15. Insurance.** All Bidders shall be responsible for furnishing and maintaining insurance in accordance with the specifications indicated as follows:

**Commercial Automobile Liability** Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.

**Commercial General Liability** Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.

**Professional Liability** Shall include errors and omissions providing \$1,000,000 coverage.

The above insurance shall be applied by the successful proposer to all of its employees, agents and subcontractors throughout the life agreement at no additional cost to Luzerne County. Luzerne County shall be listed on all above insurance policies as an “Additional Insured” cancelable only on thirty (30) days prior written notice to the Issuing Office. The successful proposer shall provide waiver of subrogation in favor of Luzerne County. The successful lessor shall also indemnify and hold Luzerne County harmless from any and all court action and/or suits resulting from the agreement.

**1-16. Government Experience.** Each bidder should detail its past experience in Warehouse Gas & Diesel Products with specific reference to success with similar government entities in terms of size.

**1-17. Form of Proposal.** Attached to this Bid is the form of proposal which shall be used by all prospective bidders to submit a response to this Bid. The form shall be completely executed prior to submittal to the issuing office. If any blanks have not been filled in, Luzerne County may immediately reject the proposal as incomplete. All prospective bidders are instructed to completely examine this Bid prior to completing and submitting the form of proposal.

**1-18 TERMINATION.** This agreement can be terminated by either partying notifying the other at least sixty (60) days in advance, prior to separation. The notification will be in accordance with article 10. In the event that the agreement is terminated, the County will compensate the consultant only for work completed up to the date of termination at the sole discretion of the county. The consultant shall be required to submit all completed work product deliverables up to the date of termination with in (7) business days of the official date of termination. Approval of this condition shall be the sole discretion of the **COUNTY**. If the termination of the Agreement is due to **VENDOR** notification or if the termination is due to default, in any way, of the **VENDOR**, and the termination results in the loss and/or uselessness of partially completed work product that was previously paid by the **COUNTY** to the **VENDOR**, the **VENDOR** shall return all

sums paid to date for the work for all task orders affected. No offset shall be applied by the **VENDOR**.

**1-19 Pennsylvania Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are performable in Luzerne County, Pennsylvania, and any suit arising hereunder shall be brought only in said County.

**1-20 Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

**1-21 Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the parties hereto.

**1-22 Excuses.** Neither **VENDOR** nor **County** shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, or any other cause not reasonably within the control of the parties except that constant protection of all County assets must be maintained at all times by the **VENDOR** during the life of this Agreement.

## General Instructions to Respondents

1. All prices shall include delivery. Orders only placed, after receipt of a formal purchase order issued by the purchasing department.
2. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the responder and may result in rejection of his/her RFP. In case a responder finds discrepancies or omissions, or is in doubt as to the meaning of the specifications of bidding schedule, he/she should at once notify the Luzerne County Purchasing Department, who will reply to such questions in official supplement and copies will be sent simultaneously to all responders.
3. All responders are responsible to see that their names appear in the purchasing department office on the form recording the names of prospective responders, so that the responders are assured of receiving pertinent bulletins which may be issued before the RFP's are opened.
4. All responders must be recognized dealers in the materials specified and qualified to advise in its application of use. The responders at any time requested, must satisfy the County Manager and administrative officers that they have the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which responder is interested.
5. Submitting a proposal when it is intended to sublet the contract is cause for rejection of your RFP, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the RFP opening.
6. It is agreed by the parties hereto that wherever the word "purchasing agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of and subject to the approval of the County Manager and administrative officers.
7. In case of error in the extension of prices, the unit price shall govern.
8. The contract will not be awarded to any corporation, firm, or individual who has failed in any former contract with Luzerne County to perform work or delivery of guarantee.
9. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to the county satisfactory work and materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the county otherwise bondsmen in this case are liable for satisfactory completion of the contract.
10. When the contract has been duly signed and the contract bond covering the same approved, then and not before, the contractor may secure instructions from the purchasing agent pertaining to the procedure of the work or delivery.
11. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other person, all such bids may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.
12. The County Manager and administrative officers reserve the right to reject any and all RFP's or specifications when deemed to the best interests of the county and also to purchase any part or none of the materials specified.
13. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by the County notwithstanding anything to the contrary expressed by the responder in his/her RFP.

14. The County will reject all materials that do not meet the specifications even though the responders list the trade names of such materials on the proposal sheet.
15. The material and equipment shall be delivered to the Counties of Luzerne and Wyoming, Pennsylvania. All prices quoted shall be f.o.b., Luzerne County Court House, or point of destination within Luzerne County.
16. The party or parties bidding upon this proposal to whom the award or awards are made may be required to enter into a contract with the County of Luzerne within sixty (60) days of notification by the Purchasing Agent. Failure to do so, the award may be cancelled. (And the check submitted shall be forfeited and become the absolute property of the County of Luzerne.
17. The responder or responders to whom the contract is awarded agrees to relinquish the County of Luzerne from all suits or action of any nature or description brought against them for or on account of the use of patents, appliances, products or processes.
18. The County Manager and administrative officers, however, at their discretion, may extend the time for the completion of this contract, if prevented by strikes of employees or by reason of it being impossible to procure, the necessary material, equipment, etc.
19. All RFP's must be made on proposal blanks attached to these specifications and made part thereof, and must be enclosed in sealed envelope/package directed to the Luzerne County Purchasing Department. Attached labels must be placed upon outside of said envelope/package, failure to do so may result in rejection of submitted RFP.
20. Responders must write or print the figures in ink or typewritten.
21. A proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind or alterations may be rejected.
22. The County Manager and administrative officers of Luzerne County reserve the right to reject any or all proposals, or any part or parts thereof as may deem to the best interest of the County of Luzerne. The Luzerne county manager also reserves the right to cancel the award at any time before the execution of the contract.
23. Luzerne County reserves the right for the Luzerne County and/or the Luzerne County Manager and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transactions involving Luzerne County. therefore, any party to a purchase, sale, award, contract or other transaction involving Luzerne County must grant to the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees reasonable access to any property and/or equipment purchased in whole or in part with Luzerne County funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor, contractor, subcontractor or other entity deemed relevant by the Luzerne County Controller and/or Luzerne County Manager.
24. With respect to responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a bid bond, such checks shall be returned to unsuccessful responders within thirty (30) days following the award of the RFP and will not be cashed. Luzerne County may deposit the check of the successful responder and may retain such funds until the successful responder enters into an agreement with Luzerne County to fulfill the RFP on the terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks an/or trust company treasurer's checks in lieu of a performance bond, such checks may be cashed and retained by Luzerne County pending the responders full and faithful performance of the RFP.
25. Luzerne County will **NOT** accept vendor contracts that include automatic renewal and price escalation Clauses. 26. The successful responder must permit the County to make payment to vendor by credit or debit card without penalty or surcharge.



BID QUESTIONNAIRE FORM

1. How long have you been in business?

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2. Can you deliver to all locations in the County?  Yes  No

3. Can you deliver within two (2) business days after receiving order?  
 Yes  NO

4. Do you have a company website?  Yes  No

5. Do you have a toll-free number?  Yes  No

6. Is your company capable of notifying the County of partial shipments?  
 Yes  NO

7. Please list two references which you are currently doing business with.

A. Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Contact \_\_\_\_\_

B. Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Contact \_\_\_\_\_

**Responders Signature Form**

Responder \_\_\_\_\_

Proposal must be signed here \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

**Individual Partnership or Corporation**

The responder certifies that they come under the class checked below:

**Please insert names:**

A. Individual owner \_\_\_\_\_

B. Partnership partners \_\_\_\_\_

C. Corporation \_\_\_\_\_

Exact name of corporation

\_\_\_\_\_  
State incorporated

**Note:**

All county proposals under the jurisdiction of Luzerne County Manager and Luzerne County Correctional Facility are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the bid and the remaining copy to be retained for the responders records.

**Proposals should be as net prices and shall prevail in the awarding of contracts.**

**Failure of the responders to sign the bid and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal. Signatures must be written in ink. Typed, printed or stamped signatures will not be accepted.**

It is understood by both the county and responders that all trade names, catalogue numbers or bids "as per sample" offered on this proposal shall meet the specifications, unless the responder states that such trade names, catalogue numbers or samples are not equal to the specified item.

**Return to Purchasing Department**

**Proposal Blanks**

To the County Manager:

I, the undersigned being a duly authorized representative of

\_\_\_\_\_\

Submit for your consideration a proposal to supply

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The price for which (I/we) will supply each item specified on the following pages is shown immediately after the description of the particular article.

(I/we) agree, if awarded the contract for any items shown on the attached specifications, to enter into a written agreement and to furnish the said items at the price shown, and to furnish a performance bond (if applicable) within sixty (60) days.

Date: \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature-typewritten

Signature-signed in ink

\_\_\_\_\_

\_\_\_\_\_  
Street

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Company telephone number

\_\_\_\_\_  
Salesman's telephone number

\_\_\_\_\_  
Company fax number

\_\_\_\_\_  
E-Mail Address

Non Collusion Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) She/He is the \_\_\_\_\_ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.

(2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal

(3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.

(4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against the any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(5) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.

(6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.

(7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(8) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(9) The above representations are material and important, and will be relied on by Luzerne County in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of proposals for this contract.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_

# PROPOSAL FOR GASOLINE & DIESEL FUEL DELIVERY

Delivery of gasoline and diesel for the use of Luzerne County, to be made into tanks installed at the Luzerne County Warehouse 65 Reichard Street, Wilkes-Barre, PA. Payments will be made ninety Days (90 days) for fuel furnished during the previous calendar month. Monthly statements shall be attached to the delivery receipt slip and orders bearing the signature of the proper County officials or designated employees. The bid prices shall be subject to increases or decreases from the bidder's supplier. **Bid unit prices shall include delivery, profit, overhead, and all other incidental charges needed to furnish the material to the Department locations. The bidder shall use the Scranton O.P.I.S. base for calculating their base bid. The bidder does not need to furnish supplier-pricing information with the initial bid. The bidder only needs to supply supplier pricing when the material is delivered.** Contract terms are until the end of the calendar year and/or as negotiated and illustrated in the contract agreement.

**Contract Period: 1 January 2018 to 31 December 2018**

**SCRANTON O.P.I.S INDEX**

\$ \_\_\_\_\_

**WAREHOUSE DELIVERY: UNLEADED GASOLINE, 87 OCTANE**

UNIT PRICE

**DIFFERENTIAL =**  
per gallon

\$ \_\_\_\_\_

**O.P.I.S. INDEX + DIFFERENTIAL =**

\$ \_\_\_\_\_ per gallon

**O.P.I.S. INDEX + DIFFERENTIAL** Unit Price in words \_\_\_\_\_

\_\_\_\_\_

**WAREHOUSE DELIVERY: ULTRA LOW SULFUR DIESEL**

UNIT PRICE

***DIFFERENTIAL =***  
per gallon

\$ \_\_\_\_\_

***O.P.I.S. INDEX + DIFFERENTIAL =***

\$ \_\_\_\_\_ per gallon

***O.P.I.S. INDEX + DIFFERENTIAL*** Unit Price in words \_\_\_\_\_

\_\_\_\_\_