

Fuel Storage Tank Cleaning Services Contract Overview

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

- ▶ This Contract provides all using Commonwealth agencies complete fuel storage tank cleaning and fuel purification processes. It is the Supplier's responsibility to ensure the cleaning process complies with all applicable federal safety standards, OSHA requirements, environmental regulations and state regulations, including proper disposal of extracted waste materials.
- ▶ Both Suppliers use the Re-Circulating Filtration Method: (Full description of the Re-Circulating Filtration Method can be found in Attachment "A", Statement of Work, Part II, A, #2 (a-e).

CONTRACT INFO

SRM Contract Number & Title	4400000317 Fuel Storage Tank Cleaning Services
Number of Suppliers	2
SRM Outline Agreement Numbers	4400000318 Refuel Environmental Services, LLC 4400000319 Clean Fuels Associates, Inc.
Validity Period	May 1, 2008 thru April 30, 2009
DGS Point of Contact	Stephanie McGinniss, Commodity Specialist, DGS Bureau of Procurement, Services Division
Contact Phone #	717-703-2940
Email	smcginniss@state.pa.us

PRICING HIGHLIGHTS

- ▶ Multiple Award Contract - Award was made to the lowest responsible and responsive bidder for each district.
- ▶ Pricing is based on tank capacity (gallons) ranges.
- ▶ COSTARS is available.

PROCESS TO PURCHASE

- ▶ Refer to DGS website, Reference Contract 4400000317 or key word search. Review Contract Terms & Conditions and Supplier Information.
- ▶ Commonwealth agency shall select the appropriate Supplier according to District for its required services from the list of Contracted Suppliers.
- ▶ Refuel Environmental Services, LLC covers: District 1, 10, 11 and 12
- ▶ Clean Fuels Associates, Inc. covers: District 2, 3, 4, 5, 6, 8, and 9
- ▶ Shopping Carts/POs should be created in SRM using the MSCC (Materials Service Contract Catalog). Line items are listed by District and tank capacity range. End-User Procedures are on the website.

**SPECIAL CONTRACT TERMS AND CONDITIONS
FOR CN00024579**

1. **CONTRACT SCOPE/OVERVIEW:** This Contract No. 9985-60 (CN00024579), Fuel Storage Tank Cleaning Services, (identified here and in the other documents as the "Contract") will cover the requirements of Commonwealth agencies for complete fuel tank cleaning and fuel purification processes. It is the Supplier's responsibility to ensure the cleaning process complies with all applicable federal safety standards, OSHA requirements, environmental regulations and state regulations, including proper disposal of extracted waste materials.

2. **ORDER OF PRECEDENCE:** These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions for Statewide Contracts for Services. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions for Statewide Contracts for Services, these Special Contract Terms and Conditions shall prevail.

3. **BID AND PERFORMANCE SECURITY:** **There is NO Bid or Performance Security required under this contract. (Please refer to Insurance Section of this proposal for a list of Insurance requirements by the Commonwealth)**

4. **TERM OF CONTRACT:** The Contract shall commence on the Effective Date, which shall be no earlier than May 1, 2007 and expire on April 30, 2008.

5. **OPTION TO EXTEND:** The Department of General Services (DGS) 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.

6. **OPTION TO RENEW:** The Contract or any part of the Contract may be renewed for four (4) additional one (1) year terms by mutual agreement between the Department of General Services and the Contractor(s). If the Contract is renewed, the same Special Contract Terms and Conditions shall apply.

7. **OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE:** DGS reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever DGS deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

8. **VENDOR REGISTRATION:** Upon award of the Contract, the Contractor **must register** with the Central Vendor Management Unit (CVMU) in order to do business with the Commonwealth. If you already have a vendor number, disregard this notice. If you do not, please register electronically at www.vendorregistration.state.pa.us or call Toll Free 1-866-775-2868 or locally at 717-214-2868, or by e-mail at: ra-co-bfm-cvmu@state.pa.us

9. **E-CATALOG:** DGS may require the awarded bidder(s) to supply its price list/catalog and any updated price lists/catalogs in electronic format. Price lists/catalogs must be provided in one of the following formats: Word document, Excel spreadsheet, or PDF file on 3.5-inch diskette or CD-ROM.

10. **EXCLUSION For AGENCIES USING FEDERAL ASSISTANCE MONIES:** Federal assistance agreements require the Pennsylvania Department of Transportation ("PennDOT") and other Pennsylvania state and local transportation entities to comply with federal Disadvantaged Business Enterprise ("DBE") participation requirements as defined in federal law and in regulations set forth in 49 C.F.R. Part 26 when federal assistance monies are used in any procurement. Therefore, unless the purchasing agency is satisfied that the Contractor(s) will meet federal DBE requirements, these entities may be prohibited from procuring under this Contract utilizing federal assistance monies. Federal DBE participation requirements are separate and distinct from any Disadvantaged Business participation provisions that have been included in the request for proposal and Contract pursuant to the Commonwealth of Pennsylvania's program to increase Contract participation by the Department of General Services-certified Minority Business Enterprises and Women Business Enterprises and other disadvantaged businesses. In those limited instances, when PennDOT or another state or local transportation entity intends to use federal assistance monies for a procurement, the Contractor(s) acknowledges that these entities may enter into additional separate Contracts for the procurement of goods and/or services covered under this Contract, without limitation or penalty, to the extent that such separate procurements are funded with federal assistance monies and when compliance with federal DBE participation requirements is necessary.

11. **COOPERATIVE SOURCING TO ACHIEVE REDUCTIONS IN SPEND (COSTARS) PROGRAM:**

COSTARS Purchasers. Section 1902 of Act 57 of May 15, 1998, as amended by Act 142 of December 3, 2002, 62 Pa.C.S, Section 1902, authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") within the Commonwealth of Pennsylvania to participate in Commonwealth Contracts for supplies, services, or construction that the Department of General Services ("DGS") chooses to make available to COSTARS Purchasers. DGS has identified this Contract as a Contract that will be made available for COSTARS Purchasers.

- a. A "local public procurement unit" is defined as:
- 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.

A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency.

- b. Only those COSTARS Purchasers registered with DGS may purchase from a DGS Contract. Any qualified entity not presently registered and wishing to participate in the COSTARS Program may register at any time by either completing a one-time, online registration on the DGS COSTARS Website at www.dgs.state.pa.us/costars or completing and returning a one-time Registration Form to the address below. Currently, there are several thousand registered COSTARS Purchasers. To view a list of the registered entities, please visit the website.
- c. COSTARS Purchasers have the option to purchase from a DGS Statewide Contract with awarded Contractor(s) for Commonwealth agencies' use, from any DGS cooperative procurement Contract established exclusively for COSTARS Purchasers in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902, 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.
- 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.

Third Party Beneficiaries. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who elect to participate in this Contract and issue orders to the Contractor(s) are third party beneficiaries who have the right to sue and be sued for breach of the Contract without joining the Commonwealth or DGS as a party.

Quarterly Sales Report. Contractors who agree to extend pricing to COSTARS members shall furnish an electronic Contract use report, detailing the Contract purchasing activity in accordance with paragraph 23. Failure to provide the Quarterly Sales Report in the specified time may result in suspension of activities with the COSTARS Program.

Inquiries. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars. Direct all questions concerning the COSTARS Program to:

Commonwealth of Pennsylvania
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 at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the Contract?

Please Answer: YES _____ NO _____

12. **ADDRESS OF PURCHASE ORDER:** Commonwealth agencies may issue purchase orders against this Contract for services required by the agencies (using agencies). Please state below where the purchase orders should be sent (name, address, city, state, zip code).

Contact person: _____

Telephone Number: _____

E-mail Address: _____

13. **INSTRUCTIONS FOR COMPLETING BID ITEM SHEETS:** The bid item sheet information is the Excel spreadsheet (Exhibits A-C of this bid). The Excel workbook consists of individual tabs titled "Districts", "Geographic Coverage" and "Price List".

Download the spreadsheet to disk or CD and return along with a printed hard copy of the completed bid item sheets with your signed bid in a sealed envelope.

PRINT YOUR COMPANY'S NAME ON THE DISK LABEL

If you have any questions please contact Stephanie McGinniss, Telephone No. 717-703-2940, E-mail smcginniss@state.pa.us.

14. **QUANTITIES:** It shall be understood and agreed that any quantities listed in the proposal are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the services, supplies, equipment, or materials in such quantities as represent the actual requirements of the Commonwealth.
15. **PRICE LIST:** Bidders must include their most recent pricing on the bid item sheets. **Any other Contractor terms and conditions that may appear on the Contractor's price list, including but not limited to, FOB shipping point; prices subject to change without notice; etc., will not be part of this Contract and will have no force or effect on this Contract or Purchase Orders issued by Commonwealth agencies.**

Within ten (10) days after a request from a Commonwealth agency, a Contractor shall furnish the requesting agency with a copy of the quote for the services under the scope of this Contract. Contractors may not publish any price list for use by Commonwealth agencies with alternate pricing or additional terms and conditions in their quote.

16. **PROPOSAL FORMS:** Bidders are cautioned to return all pages of this Invitation for Bid (IFB), except those specifications/quote sheets upon which no bid is submitted; otherwise your bid may be rejected. **Please make sure your quote (bid) is signed.**
17. **METHOD OF AWARD:** (IFB) Award will be made to the lowest responsible and responsive bidder for each district. Low bid will be determined by the lowest grand ***total sum of the extended prices*** for each District (See Exhibits A-C of this bid). Failure to bid on all tank capacity ranges within each District marked for service coverage on Exhibit B of this bid shall be cause for rejection of your bid. Contractors will be required to furnish their services, ordered by Commonwealth agencies, at the prices on the price list submitted to DGS with their original bid.

18. **ADDITION OF NEW CONTRACTORS:** New Contractors may be added at the discretion of the Department of General Services (DGS).

19. **BILLING REQUIREMENTS:** Notwithstanding the provisions set forth in GSPUR-12F (SAP), Standard Contract Terms and Conditions for DGS Statewide Services Contracts, the Contractor shall include in all of its invoices the following minimum information:

- Contractor name and "Remit to" address, including SAP Vendor number and, if ACH, the bank routing information or SAP 4-digit account identifier
- SAP Purchase Order number
- Delivery Address, including name of Commonwealth agency
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible)
- Quantity provided
- Unit price
- Price extension
- Total price
- Delivery date of supplies or services

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment under GSPUR-12F (SAP), Standard Contract Terms and Conditions for DGS Statewide Services Contracts, Paragraph 10, Payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly using the invoice provided in Attachment "B". Each invoice shall be itemized with adequate detail and match the line item on the agency's Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the agency's Purchase Order, Contractor's original or updated price list with DGS or any discounts negotiated by the purchasing agency.

20. **PURCHASE ORDERS:** Commonwealth agencies may issue Purchase Orders against this Contract. Such orders shall cover all anticipated needs and/or requirements for a set period of time (i.e. a month, quarter, or year.) **Note:** The maximum period of time for a using agency Purchase Order shall be one (1) year. The orders constitute the Contractor's authority to perform the services at the contracting agency's site(s). **Agencies are cautioned not to sign any Terms and Conditions provided by the Contractor. If a Contractor insists, refer them to the DGS Contracting Officer.**

21. **QUARTERLY SERVICE REPORTS:** Upon award of the Contract, the Contractor shall furnish an electronic Contract use report no later than the fifteenth calendar day after each quarter in the Contract period. All such reports shall be created using a template provided by DGS. Final format and types of data requested will be agreed upon prior to Contract award.
- a. The Contractor shall e-mail the reports to Stephanie McGinniss, Commodity Specialist, at smcginniss@state.pa.us
 - b. On each report, the Contractor shall include the Contractor's name and address, the Contract number, and the period covered by the report. The following information shall be the minimum listed on the report for each order received:
 - State Agency **OR** Public Procurement Unit
 - Order Date
 - Delivery Date
 - Description of Service
 - Invoiced Price
22. **LIMITATION OF LIABILITY:** Except as otherwise provided, the Contractor's liability to the Commonwealth under the Contract shall be limited to one hundred thousand dollars (\$100,000.00). This limitation will apply, except as otherwise stated in this clause, regardless of the form of action, whether in contract or in tort including negligence. This limitation does not, however, apply to damages for bodily injury or damage to real property or tangible personal property for which the Contractor is legally liable, nor will the limitation apply to the Contractor's indemnity of the Commonwealth for patent, copyright, or trademark infringement.
23. **ENDORSEMENTS:** Contractors shall not advertise or publicize in any way a written or verbal endorsement that their services are being used by the Commonwealth of Pennsylvania without the written approval of the Department of General Services.
24. **SENSITIVE INFORMATION/NEWS RELEASES:** Except as enumerated below, the Contractor(s) shall not:
- A. Publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained during the course of performance under the Contract, except with the consent of the Using Agency.
 - B. Release news relating to the performance of this Contract unless prior approved by the Using Agency. The Using Agency reserves the sole right to issue news releases regarding any incidents that may occur during the Contract term.

25. **INSURANCE SECTION:** Contractors, at their expense, shall procure and maintain, during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Department of General Services and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.
- C. **Coverage for Completed Operations** must be indicated on the certificate of insurance, along with a statement indicating that the coverage applies to pesticide application (or endorsement number CG26160194, CG 26160798 or equivalent).

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Department of General Services with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Department of General Services.

The Department of General Services shall be under no obligation to obtain such certificates from the Contractor(s). Department of General Services failure to obtain same shall not be deemed a waiver of Contractor's obligation to obtain and furnish certificates. Department of General Services, or its designates, shall have the right to inspect the original insurance policies.

26. **INQUIRIES:** Direct all questions concerning this Contract to the DGS Contract Administrator, Stephanie McGinniss (Commodity Specialist). Telephone No. (717) 703-2940, E-mail smcginniss@state.pa.us

Attachment "A"

FUEL STORAGE TANK CLEANING STATEMENT OF WORK

The following shall indicate MINIMUM requirements for fuel tank cleaning and fuel purification processes. It is the supplier's responsibility to ensure the cleaning process complies with all current applicable federal safety standards, OSHA requirements, environmental regulations, and state regulations, including proper disposal of extracted waste materials.

I. SCOPE OF SERVICE:

A system shall be implemented to clean suspended particles and deposits in fuel storage tanks. The following guidelines are for all fuel tanks with a capacity of 200 gallons or more. Types of fuels to be included (but not limited to) are #2 diesel, #2 heating oil and blends of #2 heating oil and kerosene, bio-diesel and bio-diesel/kerosene blends, gasoline, and kerosene.

Bidder(s) shall indicate the cleaning process that will be used and provide all labor, equipment, and any materials necessary for completion of the cleaning process. All foreign particles larger than 10 microns shall be removed. Water and sediment content shall be removed to either meet, or exceed ASTM D1796.

II. PERFORMANCE:

A. The method used to clean the tanks will be a fuel filtration process capable of cleaning the fuel and the tank. The following two cleaning methods will be considered:

1) Total Fuel Evacuation Method

- a) Fuel is removed prior to tank cleaning
- b) The interior of the tank will be washed and rinsed under high pressure
- c) Solid waste and water and cleaning byproducts are vacuum extracted from the tank
- d) Fuel is filtered to its original specification and all water is removed from the fuel
- e) Clean, dry fuel is then returned to the tank

2) Re-circulating Filtration Method

- a) A dual wall hose is inserted into the fuel tank
- b) Fuel is suctioned through the outer hose and pumped through multi-step filtration process by which all particulate, water and other contaminants are removed.

- c) Simultaneously fuel will be returned to the tank, through a smaller inner hose, under extremely high pressure there-by agitating debris on the tank sides and bottom. During this process the hose will be relocated periodically to all portions of the tank.
 - d) This agitation will suspend contaminants in the fuel and this process will continually repeat until the fuel has been cleared.
 - e) A minimum 24" depth of fuel will be required in the tank, with a minimum amount of fifty gallons removed.
- B. The process shall be able to remove particles larger than 10 microns, bacteria, algae, sludge, foreign objects, and all water from the tank and existing fuel supply.
- C. The cleaning process shall be capable of removing all deposits that adhere to the interior of the tank. Any method that does not remove deposits of contaminants that adhere to the tank interior will be unacceptable.
- D. No method will be accepted that requires entry into the tank by any individuals.
- E. Bidders shall provide documented specifications relative to the tank cleaning method proposed.
- F. Diesel and heating oil tanks are to be treated with a biocide additive only as needed, and when requested by the using agency.
- G. Biocide treatment shall be Innospec Biocide 6000, or approved equal. This product will be billed at an additional cost.
- 1) The biocide additives shall be bid at cost per 100 gallons of fuel treated.

**FUEL STORAGE TANK CLEANING SERVICES
 CONTRACT #4400000317
 (formerly #9985-60)**

SUPPLIER INFORMATION

ITEM NO.	ACT 57	SUPPLIER NAME & ADDRESS	CONTACT INFORMATION	VENDOR ID SRM CONTRACT #	DISTRICTS COVERED
1	YES	Refuel Environmental Services, LLC 4280 Groves Road Columbus, OH 43232	Ted J. Green Tel: 614-863-9724 Fax: 614-863-9722 tgreen@refuel.com	215959 ===== 4400000318	1, 10, 11, 12
2	YES	Clean Fuels Associates, Inc. 530 M. College Parkway Annapolis, MD 21409	Brad Bettencourt Tel: 410-757-7576 Fax: 410-757-9034 cleanfuels@aol.com	215958 ===== 4400000319	2, 3, 4, 5, 6, 8, 9



FULLY EXECUTED

Page 1 of 2

Contract Number: 4400000318

Contract Effective Date: 05/17/2007

Valid From: 05/01/2007 To: 04/30/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: McGinniss Stephani

Phone: 717-703-2940

Fax: 717 346-3820

Your SAP Vendor Number with us: 215959

Supplier Name/Address:

REFUEL ENVIRONMENTAL SERVICES LLC
4280 GROVES RD
COLUMBUS OH 43232-4103 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 6148639724

Supplier Fax Number: 614-863-9722

Contract Name:

FUEL TANK CLEANING DISTRICT 1,10,11 & 12

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	FUEL STORAGE TANK CLEANING SERVICES	0.000		0.00		0.00

General Requirements for all Items:

Header Text

CONTACT PERSON: TED J. GREEN

PHONE: 614-863-9724

EMAIL: tgreen@refuel.com

PURCHASE ORDER ADDRESS:

REFUEL ENVIRONMENTAL SERVICES, LLC

4280 GROVES RD

COLUMBUS, OH 43232

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED

Page 2 of 2

Contract Number: 4400000318

Contract Effective Date: 05/17/2007

Valid From: 05/01/2007 To: 04/30/2008

Supplier Name:

[REFUEL ENVIRONMENTAL SERVICES LLC](#)

[COSTARS PROVISION ACT 57 APPLIES](#)

[No further information for this Contract](#)

Information:

GEOGRAPHIC SERVICE COVERAGE
Refuel Environmental Services, LLC
Contract #4400000318

CONTRACTOR NAME		CONTACT PERSON	
Refuel Environmental Services, LLC		Ted J. Green	
CONTRACTOR ADDRESS		EMAIL	
4280 Groves Road		tgreen@refuel.com	
Columbus, OH 43232		PHONE	FAX
		614-863-9724	614-863-9722
FEDERAL IDENTIFICATION NUMBER		VENDOR #	SRM CONTRACT #
20-3204086		215959	4400000318

GEOGRAPHIC SERVICE COVERAGE

<input checked="" type="checkbox"/>	DISTRICT 1 (Erie, Crawford, Mercer, Venango, Warren, Forest)
<input type="checkbox"/>	DISTRICT 2 (McKean, Elk, Clearfield, Cameron, Potter, Clinton, Centre, Mifflin, Juniata)
<input type="checkbox"/>	DISTRICT 3 (Tioga, Lycoming, Union, Snyder, Northumberland, Montour, Columbia, Sullivan, Bradford)
<input type="checkbox"/>	DISTRICT 4 (Susquehanna, Wyoming, Luzerne, Lackawanna, Wayne, Pike)
<input type="checkbox"/>	DISTRICT 5 (Schuylkill, Berks, Lehigh, Northampton, Carbon, Monroe)
<input type="checkbox"/>	DISTRICT 6 (Bucks, Montgomery, Philadelphia, Delaware, Chester)
<input type="checkbox"/>	DISTRICT 8 (Perry, Dauphin, Lebanon, Cumberland, Franklin, Adams, York, Lancaster)
<input type="checkbox"/>	DISTRICT 9 (Cambria, Blair, Huntingdon, Somerset, Bedford, Fulton)
<input checked="" type="checkbox"/>	DISTRICT 10 (Butler, Armstrong, Clarion, Jefferson, Indiana)
<input checked="" type="checkbox"/>	DISTRICT 11 (Lawrence, Beaver, Allegheny)
<input checked="" type="checkbox"/>	DISTRICT 12 (Washington, Westmoreland, Greene, Fayette)

FUEL STORAGE TANK CLEANING SERVICES

PRICE LIST

Refuel Environmental Services, LLC

Contract #4400000318

CLEANING METHOD:	Re-circulating Filtration Method
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DISTRICT 1		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$1,830.00	Each
1,000 - 1,999	\$2,030.00	Each
2,000 - 2,999	\$2,130.00	Each
3,000 - 3,999	\$2,230.00	Each
4,000 - 5,999	\$2,530.00	Each
6,000 - 9,999	\$2,830.00	Each
10,000 - 14,999	\$3,530.00	Each
20,000	\$4,030.00	Each
30,000	\$4,730.00	Each
40,000	\$5,230.00	Each
80,000	\$7,130.00	Each

DISTRICT 12		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$1,830.00	Each
1,000 - 1,999	\$2,030.00	Each
2,000 - 2,999	\$2,130.00	Each
3,000 - 3,999	\$2,230.00	Each
6,000 - 9,999	\$2,830.00	Each
12,000	\$3,530.00	Each
20,000	\$4,030.00	Each

DISTRICT 10		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$1,830.00	Each
1,000 - 1,999	\$2,030.00	Each
2,000 - 2,999	\$2,130.00	Each
3,000 - 3,999	\$2,230.00	Each
10,000 - 14,999	\$3,530.00	Each
20,000	\$4,030.00	Each

BIOCIDE ADDITIVES	
Brand of Biocide:	BIOBOR-JF
Type of Biocide:	Diesel and Jet fuel Microbiocide
Treat Rate:	2.8 OZ. (additive per 100 gallons)
Description	Price
Biocide Treatment per 100 gallons of fuel treated:	\$1.70

DISTRICT 11		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$1,330.00	Each
1,000 - 1,999	\$1,530.00	Each
6,000 - 9,999	\$2,330.00	Each
10,000 - 14,999	\$3,080.00	Each
100,000	\$9,330.00	Each



FULLY EXECUTED

Page 1 of 2

Contract Number: 4400000319

Contract Effective Date: 05/17/2007

Valid From: 05/01/2007 To: 04/30/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: McGinniss Stephani

Phone: 717-703-2940

Fax: 717 346-3820

Your SAP Vendor Number with us: 215958

Supplier Name/Address:

CLEAN FUELS ASSOCIATES INC
530 M COLLEGE PKWY STE M
ANNAPOLIS MD 21401-4694 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 4107577576

Supplier Fax Number: 410-757-9034

Contract Name:

FUEL TANK CLEANING DISTRICTS 2-6, 8 & 9

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	FUEL STORAGE TANK CLEANING SERVICES	0.000		0.00		0.00

General Requirements for all Items:

Header Text

CONTACT PERSON: BRAD BETTENCOURT

PHONE: 410-757-7576

EMAIL: cleanfuels@aol.com

PURCHASE ORDER ADDRESS:

CLEAN FUELS ASSOCIATES, INC.

530 M COLLEGE PARKWAY

ANNAPOLIS, MD 21409

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED

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Contract Number: 440000319

Contract Effective Date: 05/17/2007

Valid From: 05/01/2007 To: 04/30/2008

Supplier Name:

CLEAN FUELS ASSOCIATES INC

COSTARS PROVISION ACT 57 APPLIES

No further information for this Contract

Information:

GEOGRAPHIC SERVICE COVERAGE

Clean Fuels Associates, Inc.

Contract #4400000319

CONTRACTOR NAME	CONTACT PERSON	
Clean Fuels Associates, Inc.	Brad Bettencourt	
CONTRACTOR ADDRESS	EMAIL	
530 M College Parkwy	cleanfuels@aol.com	
Annapolis, MD 21409	PHONE	FAX
	410-757-7576	410-757-9034
FEDERAL IDENTIFICATION NUMBER	VENDOR #	SRM CONTRACT #
52-1487496	215958	4400000319

GEOGRAPHIC SERVICE COVERAGE

<input type="checkbox"/>	DISTRICT 1 (Erie, Crawford, Mercer, Venango, Warren, Forest)
<input checked="" type="checkbox"/>	DISTRICT 2 (McKean, Elk, Clearfield, Cameron, Potter, Clinton, Centre, Mifflin, Juniata)
<input checked="" type="checkbox"/>	DISTRICT 3 (Tioga, Lycoming, Union, Snyder, Northumberland, Montour, Columbia, Sullivan, Bradford)
<input checked="" type="checkbox"/>	DISTRICT 4 (Susquehanna, Wyoming, Luzerne, Lackawanna, Wayne, Pike)
<input checked="" type="checkbox"/>	DISTRICT 5 (Schuylkill, Berks, Lehigh, Northampton, Carbon, Monroe)
<input checked="" type="checkbox"/>	DISTRICT 6 (Bucks, Montgomery, Philadelphia, Delaware, Chester)
<input checked="" type="checkbox"/>	DISTRICT 8 (Perry, Dauphin, Lebanon, Cumberland, Franklin, Adams, York, Lancaster)
<input checked="" type="checkbox"/>	DISTRICT 9 (Cambria, Blair, Huntingdon, Somerset, Bedford, Fulton)
<input type="checkbox"/>	DISTRICT 10 (Butler, Armstrong, Clarion, Jefferson, Indiana)
<input type="checkbox"/>	DISTRICT 11 (Lawrence, Beaver, Allegheny)
<input type="checkbox"/>	DISTRICT 12 (Washington, Westmoreland, Greene, Fayette)

FUEL STORAGE TANK CLEANING SERVICES

PRICE LIST

Clean Fuels Associates, Inc.

Contract #4400000319

CLEANING METHOD:	Re-circulating Filtration Method
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DISTRICT 2		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$600.00	Each
1,000 - 1,999	\$700.00	Each
2,000 - 2,999	\$850.00	Each
3,000 - 3,999	\$1,000.00	Each
4,000 - 5,999	\$1,300.00	Each
6,000 - 9,999	\$1,400.00	Each
10,000 - 14,999	\$1,600.00	Each
20,000	\$2,000.00	Each
24,000	\$2,000.00	Each
30,000	\$3,000.00	Each

DISTRICT 5		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$600.00	Each
1,000 - 1,999	\$700.00	Each
2,000 - 2,999	\$850.00	Each
3,000 - 3,999	\$1,000.00	Each
4,000 - 5,999	\$1,300.00	Each
6,000 - 9,999	\$1,400.00	Each
10,000 - 14,999	\$1,600.00	Each
15,000	\$1,600.00	Each
25,000	\$2,000.00	Each
80,000	\$5,000.00	Each

DISTRICT 3		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$600.00	Each
1,000 - 1,999	\$700.00	Each
2,000 - 2,999	\$850.00	Each
3,000 - 3,999	\$1,000.00	Each
4,000 - 5,999	\$1,300.00	Each
6,000 - 9,999	\$1,400.00	Each
10,000 - 14,999	\$1,600.00	Each
16,000	\$1,700.00	Each
20,000	\$2,000.00	Each
24,000	\$2,000.00	Each

DISTRICT 6		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$600.00	Each
1,000 - 1,999	\$700.00	Each
2,000 - 2,999	\$850.00	Each
3,000 - 3,999	\$1,000.00	Each
4,000 - 5,999	\$1,300.00	Each
6,000 - 9,999	\$1,400.00	Each
10,000 - 14,999	\$1,600.00	Each
25,000	\$2,000.00	Each
40,000	\$4,000.00	Each
60,000	\$4,000.00	Each

DISTRICT 4		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$600.00	Each
1,000 - 1,999	\$700.00	Each
2,000 - 2,999	\$850.00	Each
3,000 - 3,999	\$1,000.00	Each
4,000 - 5,999	\$1,300.00	Each
6,000 - 9,999	\$1,400.00	Each
10,000 - 14,999	\$1,600.00	Each
25,000	\$2,000.00	Each
50,000	\$4,000.00	Each

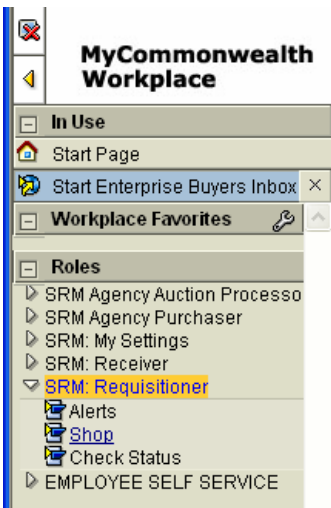
DISTRICT 8		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$600.00	Each
1,000 - 1,999	\$700.00	Each
2,000 - 2,999	\$850.00	Each
3,000 - 3,999	\$1,000.00	Each
4,000 - 5,999	\$1,300.00	Each
6,000 - 9,999	\$1,400.00	Each
10,000 - 14,999	\$1,600.00	Each
20,000	\$2,000.00	Each
30,000	\$3,000.00	Each
100,000	\$6,000.00	Each

DISTRICT 9		
CAPACITY (gallons)	Price	Unit of Measure
200 - 999	\$600.00	Each
1,000 - 1,999	\$700.00	Each
2,000 - 2,999	\$850.00	Each
3,000 - 3,999	\$1,000.00	Each
4,000 - 5,999	\$1,300.00	Each
6,000 - 9,999	\$1,400.00	Each
10,000 - 14,999	\$1,600.00	Each
18,000 - 20,000	\$2,000.00	Each
30,000 - 40,000	\$3,000.00	Each

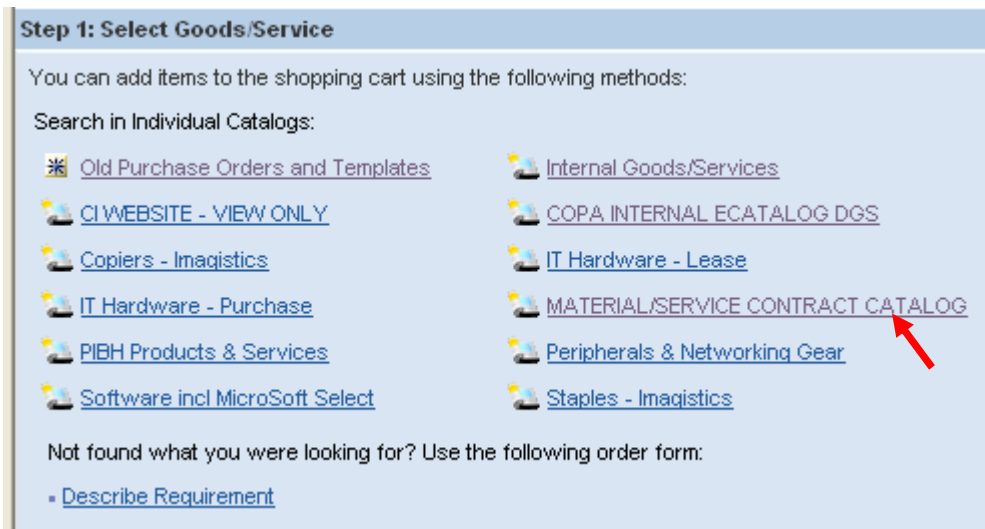
BIOCIDE ADDITIVES	
Brand of Biocide:	Killem
Type of Biocide:	Carbonate
Treat Rate:	1 oz (additive per 100 gallons)
Description	Price
Biocide Treatment per 100 gallons of fuel treated:	\$3.00

SRM End-user Procedures for Creating a Shopping Cart using the MSCC for Fuel Storage Tank Cleaning Services

Step 1: In SRM, go to SRM Requisitioner, Shop.

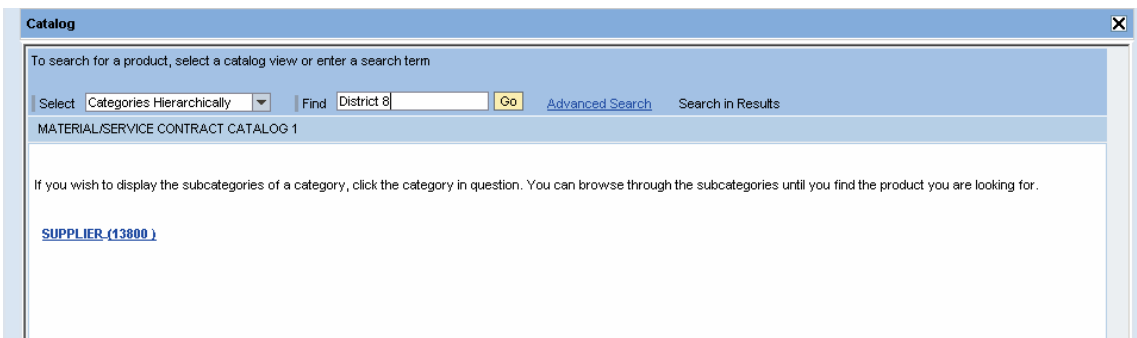


Step 2: Select Material/Service Contract Catalog.



Step 3: Search for line items. There are two ways to search for the contract line items. You can search by District Number (i.e. District 8).

Then select the "Go" Button.

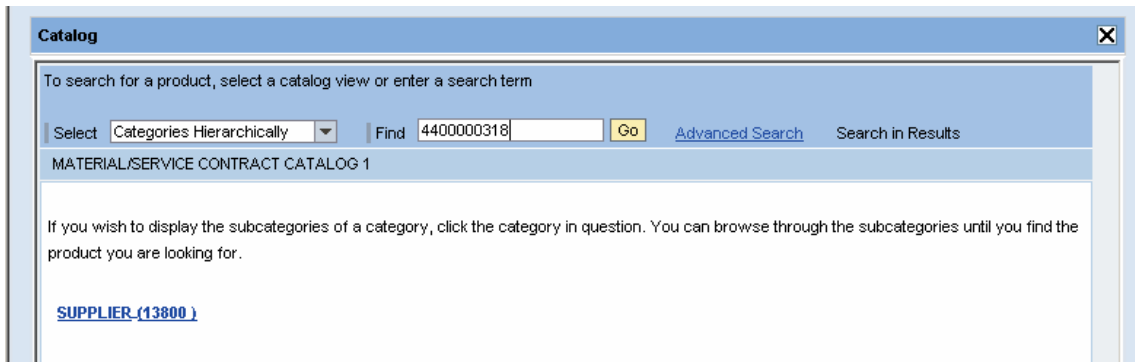


Results for only that district number will appear. **Be sure to select the correct tank capacity range.**

Quantity	Description	Price	Supplier Name	Supplier Part Number	Order Unit	Acti
1	DISTRICT 8 2000-2999 GAL TANK CLEANING	850.00 USD	CLEAN FUELS ASSOCIATES INC	DISTRICT 8 2000-2999 GAL TANK CLEANING	EA	
1	DISTRICT 8 3000-3999 GAL TANK CLEANING	1,000.00 USD	CLEAN FUELS ASSOCIATES INC	DISTRICT 8 3000-3999 GAL TANK CLEANING	EA	
1	DISTRICT 8 4000-5999 GAL TANK CLEANING	1,300.00 USD	CLEAN FUELS ASSOCIATES INC	DISTRICT 8 4000-5999 GAL TANK CLEANING	EA	
1	DISTRICT 8 6000-9999 GAL TANK CLEANING	1,400.00 USD	CLEAN FUELS ASSOCIATES INC	DISTRICT 8 6000-9999 GAL TANK CLEANING	EA	
1	DISTRICT 8 10000-14999 GAL TANK CLEANING	1,600.00 USD	CLEAN FUELS ASSOCIATES INC	DISTRICT 8 10000-14999 GAL TANK CLEANING	EA	
1	DISTRICT 8 200-999 GAL TANK CLEANING	600.00 USD	CLEAN FUELS ASSOCIATES INC	DISTRICT 8 200-999 GAL TANK CLEANING	EA	
1	DISTRICT 8 1000-1999 GAL TANK CLEANING	700.00 USD	CLEAN FUELS ASSOCIATES INC	DISTRICT 8 1000-1999 GAL TANK CLEANING	EA	
1	DISTRICT 8 20000 GAL TANK CLEANING	2,000.00 USD	CLEAN FUELS ASSOCIATES INC	DISTRICT 8 20000 GAL TANK CLEANING	EA	
1	DISTRICT 8 30000 GAL TANK CLEANING	3,000.00 USD	CLEAN FUELS ASSOCIATES INC	DISTRICT 8 30000 GAL TANK CLEANING	EA	
1	DISTRICT 8 100000 GAL TANK CLEANING	6,000.00 USD	CLEAN FUELS ASSOCIATES INC	DISTRICT 8 100000 GAL TANK CLEANING	EA	

OR

You can search by Contract Number. Then select the "Go" Button.



Below are the results from searching by contract number. The District is always listed first. Be sure to select the correct line item(s)/tank capacity range. You can page down to see more line items.

Quantity	Description	Price	Supplier Name	Supplier Part Number	Order Unit
1	DISTRICT 10 2000-2999 GAL TANK CLEANING	2,130.00 USD	REFUEL ENVIRONMENTAL SERVICES LLC	DISTRICT 10 2000-2999 GAL TANK CLEANING	EA
1	DISTRICT 10 1000-1999 GAL TANK CLEANING	2,030.00 USD	REFUEL ENVIRONMENTAL SERVICES LLC	DISTRICT 10 1000-1999 GAL TANK CLEANING	EA
1	DISTRICT 10 200-999 GAL TANK CLEANING	1,830.00 USD	REFUEL ENVIRONMENTAL SERVICES LLC	DISTRICT 10 200-999 GAL TANK CLEANING	EA
1	DISTRICT 1 10000-14999 GAL TANK CLEANING	3,530.00 USD	REFUEL ENVIRONMENTAL SERVICES LLC	DISTRICT 1 10000-14999 GAL TANK CLEANING	EA
1	DISTRICT 1 6000-9999 GAL TANK CLEANING	2,830.00 USD	REFUEL ENVIRONMENTAL SERVICES LLC	DISTRICT 1 6000-9999 GAL TANK CLEANING	EA
1	DISTRICT 1 4000-5999 GAL TANK CLEANING	2,530.00 USD	REFUEL ENVIRONMENTAL SERVICES LLC	DISTRICT 1 4000-5999 GAL TANK CLEANING	EA
1	DISTRICT 1 3000-3999 GAL TANK CLEANING	2,230.00 USD	REFUEL ENVIRONMENTAL SERVICES LLC	DISTRICT 1 3000-3999 GAL TANK CLEANING	EA
1	DISTRICT 1 2000-2999 GAL TANK CLEANING	2,130.00 USD	REFUEL ENVIRONMENTAL SERVICES LLC	DISTRICT 1 2000-2999 GAL TANK CLEANING	EA
1	DISTRICT 1 1000-1999 GAL TANK CLEANING	2,030.00 USD	REFUEL ENVIRONMENTAL SERVICES LLC	DISTRICT 1 1000-1999 GAL TANK CLEANING	EA
1	DISTRICT 1 200-999 GAL TANK CLEANING	1,830.00 USD	REFUEL ENVIRONMENTAL SERVICES LLC	DISTRICT 1 200-999 GAL TANK CLEANING	EA

NOTE: If searching for the biocide treatment line item, you must search either by typing “biocide treatment” or search by contract number. Be sure to read the long text in order to select the correct line item that corresponds with your district.

FURTHER INFORMATION ON BIOCIDES TREATMENT:

Requisitioner is not buying xxx gallons of biocide. Instead, they are treating xxx gallons of fuel.

* Requisitioner will divide the tank capacity by 100 to obtain number of gallons to be treated.

Example:

For a 31,000 gallon tank, purchaser would need 310 gallons (max.) treated. (It will most likely be less, and the PO need changed – because the actual amount of fuel in the tank will be unknown until the actual service is performed) The quantity would be 310 gallons at \$X.XX (based on whichever supplier is used).


Requisitioner must type in the Internal Note, the tank capacity. (“Biocide Treatment for a 31,000 gallon tank”)

Step 4: Review the item data and select Add to Shopping Cart.


Results of standard search for search term "District 2" - DISTRICT 2 3000-3999 GAL TANK CLEANING





Description:	DISTRICT 2 3000-3999 GAL TANK CLEANING
Price	1,000.00 USD
Product Group	76121502
Supplier ID	215958
Supplier Name	CLEAN FUELS ASSOCIATES INC
Supplier Part Number	DISTRICT 2 3000-3999 GAL TANK CLEANING
Contract ID	4400000319
Contract Item Number	1
Detailed Description	DISTRICT 2 3000-3999 GAL TANK CLEANING
Order Unit	EA

[Add to Shopping Cart](#)

Step 5: The item will be pulled into your shopping cart. Select the Details icon. 

Step 2: Shopping Cart

To change item details (assets and cost assignment), select the link below or select 

Items in Shopping Cart						
Good / Service	Description	Category	Required on	Quantity	Price / Limit	Action
	DISTRICT 2 3000-3999 GAL TANK CLEANING	LIQUID WASTE COLLECT	06/01/2007 	1 EA	1,000.00 USD Per 1 EA	  
Total Value (Net) :					1,000.00 USD	
Tax Amount :					0.00 USD	
Total Value (Gross) :					1,000.00 USD	

[Refresh](#) [Check](#) [< Back](#) [Continue >](#)

Step 6: Scroll down and complete/edit each section listed below as needed by clicking on the expand arrows.

▶ Cost Assignment

▶ Documents and Attachments

▶ Ship-To Address/Performance Location

▶ Sources of Supply / Service Agents

****Requisitioner must enter in the Vendor Text of the Shopping Cart the type of fuel to be serviced, Contact Person and actual location address where service are to be performed. If this information is NOT entered, the supplier(s) will assume that the Purchasing Agent is the contact person and the address in the "Please Deliver To:" field on the PO is the correct address for service.**

Step 7: After entering all data, click the button to review any resulting errors or messages. Correct errors as necessary. Be sure to the page and click the Check button again.

Step 8: To finish the order, click the button. Name the cart and Click the button.

Contract Reference Number: 4400000317
Collective Number: CN00024579
SRM Contract Number: 4400000318
4400000319
Change Number: 1
Change Effective Date : 07/03/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using agencies of the Commonwealth
Subject: FUEL STORAGE TANK CLEANING SERVICES
Contract Period: Beginning May 1, 2007 and Ending April 30, 2008
Buyer Name: Stephanie McGinniss, (717) 703-2940

CHANGE SUMMARY:

As per request of the supplier(s), all purchasers/requisitioners must list the type of fuel in the tank to be serviced for cleaning. Purchasers may do so in the Header Text of the PO; Requisitioners may do so in the Internal Note of the Shopping Cart.

Instructions/Clarification for purchasing Biocide Treatment:

Purchaser is not buying xxx gallons of biocide. Instead, they are treating xxx gallons of fuel.

The line item is "Biocide Treatment per 100 gallons of fuel treated".

* Purchaser will divide the tank capacity by 100 to obtain number of gallons to be treated.

Example:

For a 31,000 gallon tank, purchaser would need 310 gallons (max.) treated. (It will most likely be less, and the PO need changed – because the actual amount of fuel in the tank will be unknown until the actual service is performed)

The quantity would be 310 gallons at \$X.XX (based on whichever supplier is used).

Purchaser must type in the Item Text, the tank capacity. (Example: "Biocide Treatment for a 31,000 gallon tank")

THE CONTRACT OVERVIEW AND END-USER PROCEDURES HAVE BEEN UPDATED TO INCLUDE THIS CHANGE.

**ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE
REMAIN AS ORGINALLY WRITTEN.**

Contract Reference Number: 4400000317
Collective Number: CN00024579
SRM Contract Number: 4400000318
4400000319
Change Number: 2
Change Effective Date : 11/02/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using agencies of the Commonwealth
Subject: FUEL STORAGE TANK CLEANING SERVICES
Contract Period: Beginning May 1, 2007 and Ending April 30, 2008
Buyer Name: Stephanie McGinniss, (717) 703-2940

CHANGE SUMMARY:

As per request of the supplier(s), all purchasers/requisitioners must list in the Vendor Text** a contact person, as well as the actual location where the services are to be performed. If this information is NOT entered, the Supplier(s) will assume that the Purchasing Agent is the contact person and the address in the "Please Deliver To:" field is the correct address for service. EUP for Shopping Cart has been updated to reflect these requirements.

****IMPORTANT**** - *End-User Procedures for Purchase Order from Scratch* have been removed from this contract. For spend analysis purposes, all purchases MUST start with a Shopping Cart in SRM.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 4400000317
Collective Number: CN00024579
SRM Contract Number: 4400000318
4400000319
Change Number: 3
Change Effective Date : 03/07/2008

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using agencies of the Commonwealth
Subject: FUEL STORAGE TANK CLEANING SERVICES
Contract Period: Beginning May 1, 2007 and Ending April 30, 2008 (renewed thru April 30, 2009)
Buyer Name: Stephanie McGinniss, (717) 703-2940

CHANGE SUMMARY:

In accordance with the Option to Renew Clause in the contract, the Commonwealth and ALL contractors mutually agree to renew this contract for an additional one-year period. This contract is now renewed for a period starting May 1, 2008, and terminating on April 30, 2009.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE
REMAIN AS ORGINALLY WRITTEN.