

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
RS900719	May 18, 2018	CITY STATE ZIP	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
		REQ./INDEX NO.	BID NOTICE DATE
	04/25/2018		
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): All State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.			
MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081			
<u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u>			
FUELS: GASOLINE/ETHANOL BLEND, 87 AND 89 OCTANE UNLEADED REGULAR AND FUEL OILS: NO. 2 HEATING AND DIESEL: PREMIUM DIESEL AND NO. 1 HEATING AND DIESEL, DISTRICTS 6-8.			
<u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>07/01/2018</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/2021</u> unless DAS terminates the Contract based upon reasons set forth in the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency.			
<u>CONTRACT RENEWAL.</u> This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed <u>thirty-six (36)</u> months unless the Contracting Agency determines that additional renewal is necessary.			
<u>INSTRUCTIONS TO BIDDERS</u> and <u>STANDARD TERMS AND CONDITIONS</u> , Revised 01/01/18, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
Contract Components. Once awarded, the Contract will consist of: the complete Invitation to Bid, including the Instructions to Bidders, the Standard Contract Terms and Conditions, any Special Contract Terms and Conditions, the bid specifications and any written addenda or amendments to the Invitation to Bid or Contract; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").			
<u>INQUIRIES:</u> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/ . Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number"; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.			
		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

CERTIFICATION STATEMENTS

Bidders claiming preference for Domestic Source End Products, the Ohio preference, and/or the Veteran Friendly Business Enterprise (VBE) must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** The state reserves the right to clarify any information during the evaluation process.

*****BIDDERS MUST COMPLETE THE APPROPRIATE CERTIFICATION BELOW TO RECEIVE THE PREFERENCE.*****

A. DOMESTIC PREFERENCE (BUY AMERICAN): Revised Code 125:11 and Administrative Code 123:5-1(K)
[Not applicable to "[Excepted Products](#)"]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country)_____ (Go to A-2)
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued. Yes (Go to Section B-1) No (Go to Section A-3)
3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

_____ (Item) _____ (Country of Origin)

_____ (Item) _____ (Country of Origin)

B. OHIO PREFERENCE (BUY OHIO): Revised Code 125:09 and Administrative Code 123:5-1-06

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes No (Go to B-2)
2. Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - a) Bidder has paid the required taxes due the state of Ohio Yes No
 - b) Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://sos.state.oh.us/>
 - c) Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - d) Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
3. Border state bidder: (Except products mined in Michigan)
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
4. Border state bidder: mined products mined in respective border state (Except for products mined in Michigan)
 Yes No Not Applicable

C. VETERANS PREFERENCE (BUY VETERAN): Revised Code 9.318 and Administrative Code 123:5-1-16

Is the bidder a certified Veteran Friendly Business Enterprise as defined in Administrative Code 123:5-1-01(KK)
 Yes No

SPECIAL INSTRUCTIONS

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

TECHNICAL ASSISTANCE: The State of Ohio may request that the contractor provide technical expertise with regard to the product supplied as the result of any contract award.

QUALITY ASSURANCE: Failure to meet the specification requirements, when tested, may require the Contractor to remove all fuel in the tank, and reimburse the facility for all fuel removed. The Contractor will also be required to replace the shipment and will be held liable for any damages to equipment incurred by the State of Ohio, to include testing costs. Fuel failing test(s) but already consumed will be paid at the rate of the grade for which it passes. Any subsequent failure to meet specification requirements will result in immediate cancellation of the contract.

All fuels delivered under this contract must be of good quality, refined for the purposes of this bid and must contain no waste products. Your signature on the front of the bid certifies your compliance with this requirement. The Contractor may be charged with fraud if samples taken from deliveries and submitted for laboratory testing are found to contain waste products.

PRODUCT SAMPLES: The Bidder shall submit samples of the fuels being offered as part of the bid response. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. Failure to provide the samples to the following location, by 1 p.m. on May 18, 2018 will result in the bidder being deemed not responsive.

Samples must be sent to the attention of Maria Kerestly

All Product Samples must be delivered to the following address no later than 1 p.m. on May 18, 2018:

Ohio Department of Transportation
Office of Materials Management,
Chemical Section
Attn: Maria Kerestly
1600 West Broad St.
Columbus, Ohio 43223

In addition, Product Samples will be required, twice annually, throughout the term of the contract. Samples of Winter Blends and Summer Blends will be required to be delivered prior to the beginning of the season. Samples should be clearly labeled so they can be easily identified, they shall also include certified, quantitative test data, signed by a company representative. The data should include results for the following tests.

Cloud Point	ASTM D 2500
Density @ 15C, g/ml	ASTM D 1298 or ASTM D 4052
Flash Point	ASTM D 93
Distillation	ASTM D 86
Cetane Index	ASTM D 4737

After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

SPECIAL INSTRUCTIONS (Cont'd)

LICENSE, REGISTRATION, OR PERMITS: Bidders must be licensed fuel dealers and/or refiners and must provide written documentation of such licenses, registrations and permits.

TRANSPORT CAPABILITY: Bidders must be capable of handling deliveries of products against this contract. Bidders must provide supporting documentation that includes, but is not limited to, the following:

1. Distribution facilities and geographical location of these distribution facilities.
2. Ability to deliver within the time frame noted within this bid document.
3. If deliveries are to be made by subcontractors, those subcontractors must be identified, and a letter from the subcontractor (common carrier) stating his ability to perform deliveries against this contract must be a part of this written document.
4. Bidders must submit with the bid evidence that it maintains a permanent place of business; has adequate equipment; has adequate transportation vehicles to supply the required products and has suitable financial status to meet obligations incident to the work.
5. The state may make any investigations it deems necessary to determine the ability of the supplier to furnish materials requested herein. Bidder must furnish all such information and data for this purpose at agency request. The Office of Procurement Services, reserves the right to reject any bid if the evidence submitted fails to satisfy that the bidder is properly qualified to carry out the obligations of the contract and deliver material as necessary. Conditional bids will not be accepted.
6. Documentation should be provided as part of the bid response. If Bidder does not provide said documentation as part of the bid response, the Bidder must provide the documentation within five (5) calendar days after request by the Office of Procurement Services. Failure of the Bidder to furnish the documentation either as part of the bid response or within the time specified herein will deem the bidder not responsive

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. RS900619 effective 07/01/2018.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

PRICING: Starting Tuesday July 1, 2018, and continuing daily thereafter, this contract will be price adjusted. The procedure for price adjustment is outlined in the paragraph titled "Pricing Formula". The pricing procedure referred to under the pricing formula must continue in effect for the duration of the contract.

PRICING FORMULA: Prices for ethanol blend gasoline and #2 Clear, Dyed Fuel and #2 Clear, Dyed Diesel must increase and/or decrease in a like amount with any increase and/or decrease in the daily contract prices for Fuels in the daily contract publication, the "Oil Price Information Service" (OPIS) under the heading OPIS Contract Benchmark, 10:15 a.m. pricing report, Rack Average and sub-heading 'Columbus, OH'. This average, or reference price (which does not include taxes or discounts) as listed under the heading Average at the bottom of prices listed in the July 1, 2018 publication of the OPIS is the base reference price with which the bid prices are to escalate or de-escalate. This pricing procedure is to remain in effect from the effective date of this contract for the duration of the contract. NOTE: No. 2 low sulfur fuel price to be used as the base reference for pricing premium diesel. No.1 diesel pricing will be as stated for average price at OPIS Contract Benchmark, Columbus, OH.

The OPIS is published by the United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030 and is published daily, Monday through Friday. The successful bidder's selling prices are to be established daily that the OPIS is published and said prices must remain firm for that day. Selling price must be rounded to the nearest hundredth cent.

The State of Ohio reserves the right to make a change to another price index, whether electronically or in paper form. The contractors would receive notification of any such change.

In the event the OPIS ceases publication and/or a viable listing of reference prices relating to Columbus, Ohio is no longer available through the OPIS, the parties to this contract must mutually establish a replacement reference price index.

1. The basis of this quotation is the contractor's "Cost Differential", per gallon, delivered, which is the price entered by the bidder on the pricing pages.
2. For evaluation purposes of this bid, the Base Price is established as outlined in the Pricing Formula paragraph. To this "Base Price", prevailing at the time of ordering, the successful bidder will add his Cost differential, which will include his processing cost, profit and cost towards F.O.B. prepaid delivery.
3. Bidders are not to include State or Federal taxes in their bid.
4. The purchases of motor fuel are not subject to the tax levied by the Federal Government. This tax will not be paid to contractors, except for the Federal Leaking Underground Storage Tanks (LUST) tax. Certifications that fuel is for use by a Government Agency will be issued upon request. Purchases of motor fuel for highway use are subject to the tax levied by the State of Ohio. It is paid to contractors on invoices for the fuel. Contractors must have the right to collect any increase in taxes assessed by the State of Ohio during the life of the contract.

Effective October 1, 2005 federal law mandates that Diesel, Dyed Diesel, Bio-Diesel blends, Dyed Kerosene, Heating fuel and gasoline be subject to the Federal Leaking Underground Storage Tanks (LUST) tax of \$.001 per gallon. Beginning with the above-cited effective date, the LUST tax will show as a separate line item on invoices.

Effective January 1, 2009 the "Federal Environmental Fee Recovery" (Federal Oil Spill Tax) increased to \$.001905 per gallon. For products blended with ethanol, the rate will be \$.001715 per gallon. The "Federal Environmental Fee Recovery" (Federal Oil Spill Tax) tax will show as a separate line item on invoices.

In accordance with this Pricing Formula Provision, the delivered price of the first fuel delivery of this contract will be calculated as follows:

O.P.I.S. Average from July 1, 2018 publication + Cost Differential + LUST Tax + Federal Oil Spill = First Delivered Price

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

LOW REID VAPOR PRESSURE PRICE ADJUSTMENT: The USEPA's Clean Air Act requires certain Ohio counties use Low Reid Vapor Pressure (RVP) gasoline during summer months, between June 1st and September 15th. During this time period, the RVP requirements for these counties are reduced to 7.8 P.S.I. Currently the Columbus, OH OPIS report does not account for the Low RVP fuel during these months and a seasonal price increase for the effected counties will be considered by DAS. To be considered for a seasonal price increase, effected contractors should submit a request in writing to the contract analyst,

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will multiply the estimated usage of each line item for State entities times the bid cost differential per gallon. These totals will then be added together to determine the lowest cost differential per district. Any item shown with an unknown quantity will be evaluated on the quantity of one thousand (1,000). COOP usage is shown for informational purposes and will not be part of the evaluation.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by bid district. Failure to bid all items (tank wagon and transport) may result in the bidder being deemed not responsive.

INVOICES: All invoices must show the brand name for the corresponding delivery. Only those listed brands shown must be furnished. Delivery of brands not listed in the contract will not be acceptable and may result in cancellation of the contract.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This RFP/ITB is being issued as a minority set aside contract in accordance with Section 125.081 of the Ohio Revised Code. All bidders must be an Ohio certified MBE as of the Bid due/opening date. If a certification application has been submitted that needs to be expedited to meet the solicitation due/opening date, contact the DAS Equal Opportunity Division at 614-466-8380. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <http://das.ohio.gov/Divisions/EqualOpportunity.aspx>

BID CONFERENCE: A bid conference will be held on 05/04/18 at The Department of Administrative Services located at 4200 Surface Rd. Columbus, Ohio 43228 to discuss the requirements of the bid. The conference will commence promptly at 9 a.m., barring an unforeseen circumstance that results in a delay of the conference. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their failure to attend and/or arriving after the conference has convened.

Please contact Shawn Carter by 05/02/18 at 614-466-0539 during regular business hours to make arrangements for authorization to enter the facility.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Shawn Carter. The request should include a justification to how the summer Low RVP requirement has affected the cost to supply the contractor's bid district(s).

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

In situations where there is a fuel allocation, shortage, natural disaster or unusually large request for fuel, the contractors are to fulfill requests in the following order of priority:

1. State agencies, boards and commissions; then,
2. State institutions of higher learning and participating political subdivisions that rely on the contract for their primary fuel needs; then,
3. State institutions of higher learning and participating political subdivisions that use the contract on a temporary or intermittent basis.

However, continual failure to accommodate the needs of all classes of participating parties set forth above, regardless of the circumstances, may result in a determination that the contractor has breached the terms of the contract.

AUTOMOBILE LIABILITY CHECKLIST: Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$1,000,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:

List names of subcontractors who will be performing work under the Contract.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

SPECIFICATIONS

- I. **SCOPE:** The State of Ohio is seeking bids for various grades of fuels to be used in State equipment and heating of State facilities. All products furnished under this proposed contract must conform to the attached specifications for gasoline; gasoline/ethanol blend, #2 heating and diesel, premium diesel, #1 heating and diesel.

A listing of ODOT district and county garages is available through the ODOT web site. These districts are found by visiting web site: <http://procure.ohio.gov/pdf/maplist.pdf>.

- II. **APPLICABLE DOCUMENTS:** The latest revisions of the following documents, in part or in full, must apply:

- A. ASTM D 4814 - Automotive gasoline
- B. [Ohio Revised Code \(ORC\), 1345.01](#) Consumer sales practices definitions
- C. [Ohio Administrative Code \(OAC\), 109:4-3-18](#) - Sale and Labeling of Gasoline which contains Alcohol
- D. [U.S. EPA Clean Air Act, Section 211, 42 USC 7545](#)
- E. [Ohio Revised Code \(ORC\) Section 125](#)

- III. **GASOLINE REQUIREMENTS:**

- A. Gasoline specifications: These specifications must cover the requirements for gasoline used in internal combustion engines of government vehicles.
 - 1. Gasoline/oxygenate blend - a blend consisting primarily of gasoline and a substantial amount of oxygenate (an oxygen-containing organic compound used as a fuel supplement). For purposes of this bid, the blend must contain no more than 10% ethanol by volume.
 - 2. The specifications require a summer quality, an intermediate quality, and a winter quality of gasoline. Contractors will be required to furnish the proper qualities for these seasons.
- B. The gasoline must conform to the requirements of ASTM D4814 as specified in Table I, page 12.
- C. E10 Agency Information:
 - 1. The Renewable Fuels Standard from the Energy Independence and Security Act required that the ethanol requirement to increase to 36 billion barrels by 2022. With this change from clear to ethanol some problems may occur with filters clogging. This may be caused by water in the tanks. Your agency should make sure that your tanks are cleaned and filters changed prior to ordering, receiving this ethanol blend.
 - 2. Your agency should make sure that any fueling location (UST, AST), piping, dispensers, etc. are compatible for the E10 blend. Modifications may be required prior to accepting E10.
- D. Gasoline/Ethanol Blend, 87/89 octane (Refer to [Table I](#))
 - 1. The blend must contain, not more than 10% Ethanol.
 - 2. The Contractor must submit, with each shipment, certification from the refinery, that the gasoline delivered conforms to the specifications of the contract.
 - 3. In the event the Contractor fails to provide certification with the shipment, acceptance of such shipment must be at the discretion of the using agency.
 - 4. Agencies may take random samples of gasoline directly from the delivery truck for testing, of which a part must be given to the Contractor's representative or through his driver delivering the gasoline.
 - 5. Additional tests, which are standard to the industry, may be made to determine the percent of alcohol and co-solvent additives.

SPECIFICATIONS (Cont'd.)IV. FUEL OIL REQUIREMENTS: (Refer to Fuel Oil [Table II](#) and Diesel Fuel [Table III](#))

- A. The Heating Fuel Oil offered must meet or exceed the requirements listed below and additional requirements of ASTM D-396 and latest amendments thereof.
- B. Fuel Oil/Diesel: The specifications require number 2 heating and diesel, a premium diesel, number 1 heating and diesel.
- C. All other requirements of Heating Fuel Oil related to the preceding tables may be found within the ASTM D-396 and any amendments. Number 1 kerosene must conform to the requirements of ASTM D3699 and latest amendments thereof.
- D. Diesel Fuel Oil must meet or exceed the requirements listed below and additional requirements of Federal Specifications VV-F-800D and latest amendments and ASTM test D975 and latest revisions thereof.
- E. All other requirements of Diesel Fuel Oil related to the following tables may be found within the Federal Specifications, and any amendments thereto.
- F. Diesel fuels must have a minimum storage life of 180 days.
- G. Diesel must be ULSD.

V. DELIVERY AND INVOICING:

- A. Delivery is to be made one (1) day after receipt of order, Monday through Friday 7:30 a.m. to 3:00 p.m., except state observed holidays, unless emergency conditions dictate otherwise or by special arrangement with the ordering facility. Delivery to be made after notification by the ordering facility. Contractor must acknowledge to the receiving location the time and date of delivery. No fuel is to be delivered to an unattended location unless prior arrangements have been made with the receiving facility. Delivery documents must be presented to the receiving agency prior to unloading.

Prices will be charged based upon the day the product is delivered.

- B. Invoicing: Fuels must be invoiced and paid for on the basis of GROSS delivered gallons. Contractor's form showing meter printout of gallons loaded into transport from bulk plant, a printed ticket from tank wagon, and stick readings if and when they become necessary, are required as part of invoice package.
- C. Tank Wagon Prices: Must apply to orders placed for deliveries of 5,000 gallons or less.
 - 1. Tank wagon deliveries at destinations must be made with trucks equipped with meters that have been sealed by the Ohio Dept. of Agriculture, Div. of weights and measures.
 - 2. Tank wagon deliveries are to be metered into the receiving facility storage tanks and a "PRINTED METER PRINTOUT" of ticket showing the quantity delivered must be given to the attendant by the driver.
- D. Transport Prices: Must apply to orders placed, where one or a combination of more than one type of fuel is equal to deliveries of 5,001 gallons or more.
 - 1. Printed metered slips from bulk plant terminal loading are acceptable. All metering systems must be calibrated and certified by the state of Ohio, Division of Weights and Measures, or by the State in which the bulk plant is located.
 - 2. It must be the responsibility of the awarded contractor, his employees or agents to take stick readings of storage tanks before and after said fuel is delivered, in the presence of facility employees receiving the fuel. Said readings must be posted to bill of lading and/or delivery ticket.
 - 3. Documents will be signed after unloading and verification of quantities received are made.
 - 4. If the contractor is unable to provide a printed meter printout of fuels delivered, then transport pricing must apply.
 - 5. Any fuel or combination of fuels ordered, which totals less than 5,001 gallons, but delivered on a transport truck will not receive tank wagon pricing.

SPECIFICATIONS (Cont'd.)

- E. Accidental Release or Spillage: Accidental release or spillage during delivery of product by the Contractor will result in the contractor being held responsible for all costs of cleanup and disposal of all contaminated soil. Cleanup and disposal must be conducted in accordance with state and federal EPA regulations and guidelines.
- F. Ordering: Agencies should refrain from contacting the contractors/suppliers to "top-off" their tanks. Agencies should be certain that when ordering fuels, that their tanks will accept the quantity ordered. Product ordered is intended to be delivered to one location, not multiple locations.

VI. NOTES:

- A. Safety Data Sheets: Upon request by any facility, material safety data sheets must be submitted by awarded contractor to the requesting facility.
- B. Incorrectly Ordered and Shipped Fuels: Fuels ordered in error by facility employees and shipped in error by other than the awarded fuel contractor(s) must be handled as follows:
 - 1. The facility will only pay a price equal to that of the correct contract contractor of record awarded differential factor and the O.P.I.S. price for the day of delivery, up to a total dollar figure allowable by law.
 - 2. Any orders placed and accepted in error from a non-awarded contractor for that particular line item who has reached the amount allowable by law must be handled as follows:
 - a. Contractor must be notified by the facility to have the fuel pumped out. The cost incurred must be borne equally by both the facility and the non-awarded contractor.
- C. Fuel Contamination: In order to help prevent fuel contamination, the Contractor must, each time before dispensing fuel into underground storage tanks, clean the tank trap as part of his contractual obligations.
- D. Bidders are to complete the Demurrage information/chart listed on page 18 of the bid. This information will apply to any district bid. Failure to complete this information may result in the contractor being unable to charge for any excessive time to unload.
- E. Purchase orders should include contact information for both the ship to and the bill to addresses. This is not limited to, but should include: ship to/mail to address, contact information, telephone/fax numbers and person responsible for responding to questions about delivery or invoices.

Lake Erie: This contract does not apply to any Lake Erie island locations. These locations may procure their fuel requirements in accordance with the latest Ohio Department of Administrative Services Directive.

SPECIFICATIONS (Cont'd.)TABLE I GASOLINE SPECIFICATIONS:

Properties	Summer Grade*		Intermediate Grade		Winter Grade*	
	Min.	Max.	Min.	Max.	Min.	Max.
Reid Vapor Pressure, PSI (D-323)		11.5		13.5		15
Vapor/Liquid Ratio (D-2533)		20		20		20
Test Temperature, °F.		124°		116°		105°
Sulfur, % (D-1266)		0.1		0.1		0.1
Existent Gum, MG/100ML (D-381)		5		5		5
Corrosion, Copper Strip (D-130)		No. 1	No. 1	No. 1	No. 1	No. 1
Distillation Temperatures, °F., at % Evaporated (D-86)						
10 Percent		140		131		122
50 Percent	170	240	170	235	170	230
90 Percent		365		365		365
End Point		437		437		437
Anti-Knock Index, <u>RON + MON</u> (D-2885) 2		Min.	Max.			
Unleaded (E10)		87.0				
Lead, Grams/Gal. Unleaded			0.05			

* Time frame to be determined by the successful contractor's refinery schedule.

SPECIFICATIONS (Cont'd.)TABLE II. FUEL OIL PHYSICAL AND CHEMICAL REQUIREMENTS

No.	Grade of Fuel Oil Description	Flash point °F(°C)	Pour point °F(°C)	Water & sediment % by volume	Carbon residue on 10% 60 Homs, %	Ash % by weight	Distillation temperature°F(°C)		
		Min.	Max.	Max.	Max.	Max.	10% point	90% point	Max.
2	Distillate oil for general purpose domestic heating	100 or legal (38)	20(-7)	0.05	0.35	0.01	---	540 (282)	640 (338)

No.	Grade of Fuel Oil Description	Specific Gravity		Kinematic viscosity centistokes at 100°F (38°C)		Copper strip corrosion
		80/60°F (Max)	°API (Min)	Min.	Max.	Max.
2	Distillate oil for general purpose domestic heating	0.8762	30	2.06	3.6	No. 3

Test	ASTM Test Method Number
*Flash point	D 93 or D 56
Pour Point	D 97
Water and sediment	D 1796
Carbon residue: Ramsbottom	D 524
Ash	D 482
Distillation temperature	D 86
Viscosity, kinematic (grades No. 1 and 2)	D 445
Copper strip corrosion	D 130
*Sulfur	D 1552 or D 129

* In case of dispute Method D73 and D1552 must be used.

SPECIFICATIONS (Cont'd.)

TABLE III. PHYSICAL AND CHEMICAL REQUIREMENTS - DIESEL FUEL

Properties	ASTM Test Method	Values		
		Grade DF-1	Premium*	Grade DF-2
Density @ 15 °C, g/mL	D1298 or D4052	Report	Report	Report
Flash point, °F. (°C) min.	D93	100(38) or legal	125(52)	125(52) or legal
Cloud point, °F. (°C) max.	D2500	-15 (-26)	-15 (-26) Winter; 15 (9) Summer	5 (-17) Winter; 10 (-12) Summer
Cold Filter Plug Point (CFPP) °F. (°C)	D6371		-20 (-29)	
Pour point, °F. (°C) max.	D97	-15 (-26)	-25 (-32) Winter; +5 (-15) S.	-10(-23) Winter; 0(-18)
Kinematic viscosity @ 100°F. (37.8C)				
Centistokes, min.		1.3	1.9	1.9
Centistokes, max.		2.4	4.1	4.1
Distillation:	D86			
50 percent evaporated, °F. (°C)		Report	Report	Report
90 percent evaporated, °F. (°C) max. min.		550 (288)	540 (282)	640 (338)
10% Evaporated °F. (°C)		Report	Report	Report)
Carbon residue, on 10 percent bottoms percent, max.	D524	0.15		0.60
Sulfur, ppm (µg/g), max.	D5453 or D2622	0.05	0.05	15 ppm
Corrosion, max., 3 hours 212°F. (100°C)	D130	3	3	0.2
Ash, percent, max.	D482	0.01	0.01	0.01
Cetane number, min.	D4737	40	45	40
Water & sediment, percent, max.	D1796 or D2709	0.05	0.05	0.005-.01

* To be delivered with antimicrobial/biocide additive. Jellying inhibitor required for winter operation only-October 1 to March 31 (summer operation is from April 1 to September 30)

Note: When a cloud point less than -12 °C is specified, as can occur during cold months, it is permitted and normal blending practice to combine Grades No. 1 and No. 2 to meet the low temperature requirements. In that case, the minimum flash point shall be 38 °C, the minimum viscosity at 40 °C shall be 1.7 mm²/s, and the minimum 90 % recovered temperature shall be waived. If a blend is required, vendor must disclose that the fuel was blended.

BID DISTRICT 6 TANK WAGON AND TRANSPORT DELIVERY

(DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL)

FUEL TYPE / DELIVERY METHOD	BRAND NAME	ESTIMATED ANNUAL USAGE	YOUR BID COST DIFFERENTIAL PER GALLON
GASOLINE UNLEADED, REGULAR ETHANOL BLEND			
Tank Wagon Delivery		775,000	
Transport Delivery		315,000	
GASOLINE-MID GRADE ETHANOL BLEND			
Tank Wagon Delivery		Unknown	
Transport Delivery		Unknown	
NO. 2 CLEAR			
Tank wagon Delivery		220,000	
Transport Delivery		20,000	
NO. 2 DYED FUEL			
Tank wagon Delivery		55,000	
Transport Delivery		25,000	
PREMIUM DIESEL CLEAR			
Tank Wagon Delivery		235,000	
Transport Delivery		7,500	
PREMIUM DIESEL DYED			
Tank Wagon Delivery		45,000	
Transport Delivery		Unknown	
NO. 1 FUEL OIL			
Tank wagon Delivery		Unknown	
Transport Delivery		Unknown	

FILL IN THE FOLLOWING:

Tank wagon: Minimum 200 Gallons * Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum Gallons

* Contractor to state charge for less than tank wagon minimum deliveries:

Evaluation will be based upon the Estimated Annual Usage.

BID DISTRICT 7 TANK WAGON AND TRANSPORT DELIVERY(DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL)

FUEL TYPE / DELIVERY METHOD	BRAND NAME	ESTIMATED ANNUAL USAGE	YOUR BID COST DIFFERENTIAL PER GALLON
GASOLINE UNLEADED, REGULAR ETHANOL BLEND			
Tank Wagon Delivery		375,000	
Transport Delivery		7,000	
GASOLINE-MID GRADE ETHANOL BLEND			
Tank Wagon Delivery		Unknown	
Transport Delivery		40,000	
NO. 2 CLEAR			
Tank wagon Delivery		165,000	
Transport Delivery		260,000	
NO. 2 DYED FUEL			
Tank wagon Delivery		55,000	
Transport Delivery		Unknown	
PREMIUM DIESEL CLEAR			
Tank Wagon Delivery		235,000	
Transport Delivery		155,000	
PREMIUM DIESEL DYED			
Tank Wagon Delivery		15,000	
Transport Delivery		Unknown	
NO. 1 FUEL OIL			
Tank wagon Delivery		Unknown	
Transport Delivery		Unknown	

FILL IN THE FOLLOWING:Tank wagon: Minimum 200 Gallons * Maximum 5000 GallonsTransport: Minimum 5001 Gallons Maximum Gallons

* Contractor to state charge for less than tank wagon minimum deliveries: _____

Evaluation will be based upon the Estimated Annual Usage (State).

BID DISTRICT 8 TANK WAGON AND TRANSPORT DELIVERY(DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL)

FUEL TYPE / DELIVERY METHOD	BRAND NAME	ESTIMATED ANNUAL USAGE	YOUR BID COST DIFFERENTIAL PER GALLON
GASOLINE UNLEADED, REGULAR ETHANOL BLEND			
Tank Wagon Delivery		725,000	
Transport Delivery		345,000	
GASOLINE-MID GRADE ETHANOL BLEND			
Tank Wagon Delivery		20,000	
Transport Delivery		85,000	
NO. 2 CLEAR			
Tank wagon Delivery		175,000	
Transport Delivery		45,000	
NO. 2 DYED FUEL			
Tank wagon Delivery		30,000	
Transport Delivery		7,500	
PREMIUM DIESEL CLEAR			
Tank Wagon Delivery		300,000	
Transport Delivery		30,000	
PREMIUM DIESEL DYED			
Tank Wagon Delivery		35,000	
Transport Delivery		7,000	
NO. 1 FUEL OIL			
Tank wagon Delivery		Unknown	
Transport Delivery		Unknown	

FILL IN THE FOLLOWING:Tank wagon: Minimum 200 Gallons * Maximum 5000 GallonsTransport: Minimum 5001 Gallons Maximum Gallons*CONTRACTOR TO STATE CHARGE FOR LESS THAN TANK WAGON MINIMUM DELIVERIES:

Evaluation will be based upon the Estimated Annual Usage.

DEMURRAGE - Indicate free time allowed for unloading fuel at each destination:

Tank Wagon _____ hours

Transport _____ hours

Provide charge per hour on tank wagon/transport held over free time by facility personnel: \$ _____ per hour.
This would include deliveries made to alternate locations due to extenuating circumstances. For example, if one location were unable to accept a transport delivery of a certain amount of gallonage and the contractor was requested to deliver the balance to another storage facility.