

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: *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

CONTRACT No.: RS903113

EFFECTIVE DATES: 05/01/13 to 06/30/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS903113 that opened on 03/15/13 and Invitation to Bid No. RS903213 that opened on 03/15/13. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to 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.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

David Colopy
david.colopy@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:

<http://www.ohio.gov/procure>

Partial Minority Business Enterprise Award in accordance with ORC CH. 125.081

*Indicates change.

Signed: _____
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

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.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within one (1) day after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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 ten (10) 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.

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 (1). 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.

BIDDING INSTRUCTIONS: Bidders must identify on each line bid, the refiner to be utilized on the contract. Each line must be identified specifically by brand name and refiner. Identification of the product(s) as "Various" or "Various Major Brands" is not acceptable. Failure to conform to this requirement may result in the bid being deemed not responsive.

PRICING: Starting Tuesday May 1, 2013, 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" 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 May 1, 2013 publication of the "Oil Price Information Service" 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 "Oil Price Information Service" 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 "Oil Price Information Service" 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 "Oil Price Information Service" ceases publication and/or a viable listing of reference prices relating to Columbus, Ohio is no longer available through the "Oil Price Information Service", 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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 May 1, 2013 publication + Cost Differential + LUST Tax + Federal Oil Spill = First Delivered Price

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.

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: See Article S-15, Supplemental Contract Terms and Conditions.

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.

AUTOMOBILE LIABILITY INSURANCE: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

A. 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 \$500,000.00.
- 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.

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.

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 shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. 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 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 the following address:

Department of Administrative Services
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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 following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:
Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

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 terminate or cancel this Contract.

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.

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: David Colopy.

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, David Colopy. 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).

SPECIFICATIONS

- I. SCOPE: The state of Ohio, including the MARCS Remote Communication Sites; 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. As Ultra Low Sulfur Diesel fuel becomes available, the estimated quantities may change with the conversion to ULSD.

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. ORC 1345.01 Consumer sales practices definitions
- C. Ohio Administrative Code, 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 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 not 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.

- C. E10 Agency Information:

- 1. The Renewable Fuels Standard from the Energy Independence and Security Act required that the ethanol requirement to increase to 12 billion barrels by 2012. 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

- 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 for testing directly from the delivery truck, 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.)

TABLE I GASOLINE SPECIFICATIONS:

	<u>Summer Grade*</u>		<u>Intermediate Grade*</u>		<u>Winter Grade*</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Reid Vapor Pressure, PSI (D-323)		11.5		13.5		15.0
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
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, $\frac{RON + MON}{2}$ (D-2885)			<u>MIN.</u>	<u>MAX.</u>		
Unleaded (E10)			87.0			
Lead, Grams/Gal. Unleaded				0.05		

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

IV. FUEL OIL REQUIREMENTS:

- 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.

SPECIFICATIONS (Cont'd.)

TABLE II. FUEL OIL PHYSICAL AND CHEMICAL REQUIREMENTS

No.	Grade of Fuel Oil Description	Flash point	Pour point	Water & sediment	Carbon residue	Ash	Distillation temperature °F(°C)		
		°F(°C) Min.	°F(°C) Max.	% by volume Max.	on 10% 60 Homs, % Max.	% by weight Max.	10% point Max.	90% point Min.	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
Gravity, °API	D287	Report	Report	Report
Flash point, °F. (°C) min.	D93	100(40) or legal	125(50)	125(50) or legal
Cloud point, °F. (°C) max.	D2500	-15 (-26)	-15 (-26) Winter; 15 (9) Summer	5 (-15) 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.		1.4	2.0	2.0
Centistokes, max.		3.0	4.3	4.3
Distillation:	D86			
50 percent evaporated, °F. (°C)		Report		Report
90 percent evaporated, °F. (°C) max. min.		550 (288)	540 (282)	640 (338)
End point, °F. (°C) max.		626 (330)	620 (327)	671 (355)
Carbon residue, on 10 percent bottoms percent, max.		0.15		0.60
Sulfur, percent, max.	D1552 or D129	0.05	0.05	0.05
Corrosion, max., 3 hours 212°F. (100°C)	D130	3		.2
Ash, percent, max.	D482	0.01		0.01
Cetane number, min.	D613	45	45	40
Water & sediment, percent, max.	D1796	.005-.01		.005-.01
Accelerated stability, total insolubles, mg/100 ml., max.	D2274	1.0		1.5
Neutralization number	D974	Report		Report

*To be delivered with algaecide and jelling inhibitor, when applicable. Jelling inhibitor normally required for winter operation only--November 1 to March 31 (summer operation is from April 1 to Oct. 31)

VI. 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.

SPECIFICATIONS (Cont'd.)

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.
- 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.

VII. NOTES:

- A. Bidders must be licensed fuel dealers and/or refiners and must provide written documentation of such licenses, registrations and permits and of their capability to handle deliveries of products against this contract. Such documentation must include, but is not limited to, the following:
1. Will the bidder deliver with his own company trucks or subcontract the deliveries to other common carriers?
 2. Distribution facilities and geographical location of these distribution facilities.
 3. Ability to deliver within the time frame previously noted within this bid document.
 4. 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.
 5. 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.
 6. 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. State Purchasing 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.
 7. The above written documentation should accompany the bid. Failure to provide this certification may result in disqualification of the bid.
 8. Bidders should familiarize themselves with the Workers' Compensation, Automobile and General Liability Insurance, (Article S-12 and S-13) listed on page 10 of the Supplemental Contract Terms and Conditions. Bidders and any subcontractors listed will be required to meet these requirements when requested. Pages 1 through 11 are available through the link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions listed on page one (1) of the bid.
 9. Bidders are to complete the Demurrage information/chart listed on page 24 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.
 10. 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.

SPECIFICATIONS (Cont'd.)

- B. Safety Data Sheets: Upon request by any facility, material safety data sheets must be submitted by awarded contractor to the requesting facility.
- C. 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 that days O.P.I.S. price, 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.
- D. 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.

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.

Bid District 1 – Allen, Defiance, Hancock, Hardin, Paulding, Putnam, Van Wert, Wyandot

Contractor: Central Ohio Farmers Coop

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24524	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24539	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24551	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24563	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24575	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24587	No. 2 Clear	Transport	5001	8,500	<u>Daily Pricing Information</u>
24599	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24612	No. 2 Dyed Fuel	Transport	5001	8,500	<u>Daily Pricing Information</u>
24625	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24637	Premium Diesel Clear	Transport	5001	8,500	<u>Daily Pricing Information</u>
24649	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24661	Premium Diesel Dyed	Transport	5001	8,500	<u>Daily Pricing Information</u>
24673	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24685	No. 1 Fuel Oil	Transport	5001	8,500	<u>Daily Pricing Information</u>
24697	Blanket Encumbrance	Tank/Transport	250	8,500	<u>Daily Pricing Information</u>

Item ID #24709 - Charge for less than tank wagon minimum deliveries: \$150.00

Brand Names: BP, Citgo, Husky, Sunoco

Bid District 2 – Fulton, Henry, Lucas, Ottawa, Sandusky, Seneca, Williams, Wood

Contractor: Ports Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24525	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24540	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24552	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24564	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24576	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24588	No. 2 Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24600	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24613	No. 2 Dyed Fuel	Transport	5001	7,500	<u>Daily Pricing Information</u>
24626	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24638	Premium Diesel Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24650	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24662	Premium Diesel Dyed	Transport	5001	7,500	<u>Daily Pricing Information</u>
24674	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24686	No. 1 Fuel Oil	Transport	5001	7,500	<u>Daily Pricing Information</u>
24698	Blanket Encumbrance	Tank/Transport	250	-	<u>Daily Pricing Information</u>

Item ID #24711 - Charge for less than tank wagon minimum deliveries: \$200.00

Brand Names: Marathon, Center, PBF, Shell, Musket, CHS, BP

Bid District 3 – Ashland, Crawford, Erie, Huron, Lorain, Medina, Richland, Wayne

Contractor: Ports Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24527	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24541	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24553	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24565	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24577	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24589	No. 2 Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24601	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24614	No. 2 Dyed Fuel	Transport	5001	7,500	<u>Daily Pricing Information</u>
24627	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24639	Premium Diesel Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24651	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24663	Premium Diesel Dyed	Transport	5001	7,500	<u>Daily Pricing Information</u>
24675	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24687	No. 1 Fuel Oil	Transport	5001	7,500	<u>Daily Pricing Information</u>
24699	Blanket Encumbrance	Tank/Transport	250	-	<u>Daily Pricing Information</u>

Item ID #24711 - Charge for less than tank wagon minimum deliveries: \$200.00

Brand Names: Marathon, Center, PBF, Shell, Musket, CHS, BP, Gulf, Ergon, Gavilon, PPC

Bid District 4 - Ashtabula, Mahoning, Portage, Stark, Summit, Trumbull

Contractor: Ports Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24528	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24542	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24554	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24566	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24578	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24590	No. 2 Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24602	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24615	No. 2 Dyed Fuel	Transport	5001	7,500	<u>Daily Pricing Information</u>
24628	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24640	Premium Diesel Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24652	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24664	Premium Diesel Dyed	Transport	5001	7,500	<u>Daily Pricing Information</u>
24676	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24688	No. 1 Fuel Oil	Transport	5001	7,500	<u>Daily Pricing Information</u>
24700	Blanket Encumbrance	Tank/Transport	250	-	<u>Daily Pricing Information</u>

Item ID #24711 - Charge for less than tank wagon minimum deliveries: \$200.00

Brand Names: Marathon, Center, PBF, Shell, Musket, CHS, BP, Gulf, Ergon, Gavilon, PPC

Bid District 5 – Coshocton, Fairfield, Guernsey, Knox, Licking, Muskingum, Perry

Contractor: Ports Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24529	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24543	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24555	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24567	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24579	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24591	No. 2 Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24603	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24616	No. 2 Dyed Fuel	Transport	5001	7,500	<u>Daily Pricing Information</u>
24629	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24641	Premium Diesel Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24653	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24665	Premium Diesel Dyed	Transport	5001	7,500	<u>Daily Pricing Information</u>
24677	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24689	No. 1 Fuel Oil	Transport	5001	7,500	<u>Daily Pricing Information</u>
24701	Blanket Encumbrance	Tank/Transport	250	-	<u>Daily Pricing Information</u>

Item ID #24711 - Charge for less than tank wagon minimum deliveries: \$200.00

Brand Names: Marathon, Center, PBF, Shell, Musket, CHS, BP

Minority Business Enterprise Award In Accordance with ORC CH. 125.081

Bid District 6 – Delaware, Fayette, Franklin, Madison, Marion, Morrow, Pickaway, Union

Contractor: Hightowers Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24530	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24544	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24556	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24568	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24580	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24592	No. 2 Clear	Transport	5001	8,500	<u>Daily Pricing Information</u>
24604	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24617	No. 2 Dyed Fuel	Transport	5001	8,500	<u>Daily Pricing Information</u>
24630	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24642	Premium Diesel Clear	Transport	5001	8,500	<u>Daily Pricing Information</u>
24654	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24666	Premium Diesel Dyed	Transport	5001	8,500	<u>Daily Pricing Information</u>
24678	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24690	No. 1 Fuel Oil	Transport	5001	8,500	<u>Daily Pricing Information</u>
24702	Blanket Encumbrance	Tank/Transport	250	8,500	<u>Daily Pricing Information</u>

Item ID #24713 - Charge for less than tank wagon minimum deliveries: \$75.00

Brand Names: Marathon, BP, Husky

Minority Business Enterprise Award In Accordance with ORC CH. 125.081

Bid District 7 – Auglaize, Champaign, Clark, Darke, Logan, Mercer, Miami, Montgomery, Shelby

Contractor: Hightowers Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24531	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24545	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24557	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24569	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24581	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24593	No. 2 Clear	Transport	5001	8,500	<u>Daily Pricing Information</u>
24605	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24618	No. 2 Dyed Fuel	Transport	5001	8,500	<u>Daily Pricing Information</u>
24631	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24643	Premium Diesel Clear	Transport	5001	8,500	<u>Daily Pricing Information</u>
24655	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24667	Premium Diesel Dyed	Transport	5001	8,500	<u>Daily Pricing Information</u>
24679	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24691	No. 1 Fuel Oil	Transport	5001	8,500	<u>Daily Pricing Information</u>
24703	Blanket Encumbrance	Tank/Transport	250	8,500	<u>Daily Pricing Information</u>

Item ID #24713 - Charge for less than tank wagon minimum deliveries: \$75.00

Brand Names: Marathon, BP, Husky

Minority Business Enterprise Award In Accordance with ORC CH. 125.081

Bid District 8 – Butler, Clermont, Clinton, Greene, Hamilton, Preble, Warren

Contractor: Hightowers Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24532	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24546	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24558	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24570	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24582	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24594	No. 2 Clear	Transport	5001	8,500	<u>Daily Pricing Information</u>
24606	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24619	No. 2 Dyed Fuel	Transport	5001	8,500	<u>Daily Pricing Information</u>
24632	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24644	Premium Diesel Clear	Transport	5001	8,500	<u>Daily Pricing Information</u>
24656	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24668	Premium Diesel Dyed	Transport	5001	8,500	<u>Daily Pricing Information</u>
24680	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24692	No. 1 Fuel Oil	Transport	5001	8,500	<u>Daily Pricing Information</u>
24704	Blanket Encumbrance	Tank/Transport	250	8,500	<u>Daily Pricing Information</u>

Item ID #24713 - Charge for less than tank wagon minimum deliveries: \$75.00

Brand Names: Marathon, BP, Husky

Bid District 9 – Adams, Brown, Highland, Jackson, Lawrence, Pike, Ross, Scioto

Contractor: Lykins Oil

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24534	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24547	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	-	<u>Daily Pricing Information</u>
24559	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24571	Gasoline-Mid Grade Ethanol Blend	Transport	5001	-	<u>Daily Pricing Information</u>
24583	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24595	No. 2 Clear	Transport	5001	-	<u>Daily Pricing Information</u>
24607	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24620	No. 2 Dyed Fuel	Transport	5001	-	<u>Daily Pricing Information</u>
24633	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24645	Premium Diesel Clear	Transport	5001	-	<u>Daily Pricing Information</u>
24657	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24669	Premium Diesel Dyed	Transport	5001	-	<u>Daily Pricing Information</u>
24681	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24693	No. 1 Fuel Oil	Transport	5001	-	<u>Daily Pricing Information</u>
24705	Blanket Encumbrance	Tank/Transport	250	-	<u>Daily Pricing Information</u>

Item ID #24714 - Charge for less than tank wagon minimum deliveries: \$75.00

Brand Names: BP, Marathon, Shell, Sunoco, Husky, Valero, TRC

Bid District 10 – Athens, Gallia, Hocking, Meigs, Monroe, Morgan, Noble, Vinton, Washington

Contractor: Ports Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24535	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24548	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24560	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24572	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24584	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24596	No. 2 Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24608	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24621	No. 2 Dyed Fuel	Transport	5001	7,500	<u>Daily Pricing Information</u>
24634	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24646	Premium Diesel Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24658	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24670	Premium Diesel Dyed	Transport	5001	7,500	<u>Daily Pricing Information</u>
24682	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24694	No. 1 Fuel Oil	Transport	5001	7,500	<u>Daily Pricing Information</u>
24706	Blanket Encumbrance	Tank/Transport	250	-	<u>Daily Pricing Information</u>

Item ID #24711 - Charge for less than tank wagon minimum deliveries: \$200.00

Brand Names: Marathon, Ergon, BP, PBF, Gavilon

Bid District 11 – Belmont, Carroll, Columbiana, Harrison, Holmes, Jefferson, Tuscarawas

Contractor: Ports Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24536	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24549	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24561	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24573	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24585	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24597	No. 2 Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24609	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24622	No. 2 Dyed Fuel	Transport	5001	7,500	<u>Daily Pricing Information</u>
24635	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24647	Premium Diesel Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24659	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24671	Premium Diesel Dyed	Transport	5001	7,500	<u>Daily Pricing Information</u>
24683	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24695	No. 1 Fuel Oil	Transport	5001	7,500	<u>Daily Pricing Information</u>
24707	Blanket Encumbrance	Tank/Transport	250	-	<u>Daily Pricing Information</u>

Item ID #24711 - Charge for less than tank wagon minimum deliveries: \$200.00

Brand Names: Marathon, Center, PBF, Shell, Musket, CHS, BP, Gulf, Ergon, Gavilon

Bid District 12 – Cuyahoga, Geauga, Lake

Contractor: Ports Petroleum

ITEM NO.	FUEL TYPE	DELIVERY TYPE	MIN. ORDER, Gal	MAX ORDER, Gal	PRICING
24537	Gasoline Unleaded, Regular Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24550	Gasoline Unleaded, Regular Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24562	Gasoline-Mid Grade Ethanol Blend	Tank	250	5,000	<u>Daily Pricing Information</u>
24574	Gasoline-Mid Grade Ethanol Blend	Transport	5001	8,500	<u>Daily Pricing Information</u>
24586	No. 2 Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24598	No. 2 Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24610	No. 2 Dyed Fuel	Tank	250	5,000	<u>Daily Pricing Information</u>
24623	No. 2 Dyed Fuel	Transport	5001	7,500	<u>Daily Pricing Information</u>
24636	Premium Diesel Clear	Tank	250	5,000	<u>Daily Pricing Information</u>
24648	Premium Diesel Clear	Transport	5001	7,500	<u>Daily Pricing Information</u>
24660	Premium Diesel Dyed	Tank	250	5,000	<u>Daily Pricing Information</u>
24672	Premium Diesel Dyed	Transport	5001	7,500	<u>Daily Pricing Information</u>
24684	No. 1 Fuel Oil	Tank	250	5,000	<u>Daily Pricing Information</u>
24696	No. 1 Fuel Oil	Transport	5001	7,500	<u>Daily Pricing Information</u>
24708	Blanket Encumbrance	Tank/Transport	250	-	<u>Daily Pricing Information</u>

Item ID #24711 - Charge for less than tank wagon minimum deliveries: \$200.00

Brand Names: Marathon, Center, PBF, Shell, Musket, CHS, BP, Gulf, Ergon, Gavilon

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:



71185
Central Ohio Farmers Coop.
730 Bellefontaine Ave.
Marion, OH 43302

CONTRACTOR'S CONTACT: Jim Bowman

Preferred Method of receiving Purchase Orders:

DEMURRAGE: Item ID#: 24715

Free time allowed for unloading fuel at each destination: Tank Wagon: one (1) hour Transport: one (1) hour

Charge per hour on tank wagon/transport held over free time by facility personnel: \$75.00 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.

CONTRACT NO.: RS903113 – 1 (06/30/16)

DELIVERY: Shipped 1 Day A.R.O.

TERMS: Net 30 Days

Toll Free: (888) 498-9880
Telephone: (740) 382-9610
FAX: (740) 387-8863

E-mail: marionoil@centralohfarm.com

E-Mail: marionoil@centralohfarm.com

Minority Business Enterprise (MBE)



50951
Hightowers Petroleum Co
3577 Commerce Dr.
Middletown, OH 45005

CONTRACTOR'S CONTACT: Steven Hightower II

Preferred Method of receiving Purchase Orders:

DEMURRAGE: Item ID#: 24716

Free time allowed for unloading fuel at each destination: Tank Wagon: one (1) hour Transport: one (1) hour

Charge per hour on tank wagon/transport held over free time by facility personnel: \$75.00 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.

CONTRACT NO.: RS903113 – 2 (06/30/13) MBE

DELIVERY: Shipped 1 Day A.R.O.

TERMS: Net 30 Days

Telephone: (513) 423-4272
FAX: (513) 423-5750

E-mail: stephen2@hightowerspetroleum.com

E-mail: Joya@hightowerspetroleum.com

CONTRACTOR'S INDEX (Cont'd.)

CONTRACTOR AND TERMS:



59148
Lykins Oil Company
5163 Wolfpen Pleasant Hill Road
Milford, OH 45150

CONTRACTOR'S CONTACT: Ron Lykins

CONTRACT NO.: RS903113 – 3 (06/30/13)

DELIVERY: Shipped 1 Day A.R.O.

TERMS: Net 30 Days

Toll Free: (800) 875-8820
Telephone: (513) 831-8820
FAX: (513) 831-1428

E-mail: ron@lykinscompanies.com

FAX: (513) 831-1428

Preferred Method of receiving Purchase Orders:

DEMURRAGE: Item ID#: 24717

Free time allowed for unloading fuel at each destination: Tank Wagon: one (1) hour Transport: one (1) hour

Charge per hour on tank wagon/transport held over free time by facility personnel: \$50.00 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.



69968
Ports Petroleum Co., Inc.
1337 Blachleyville Rd.
Wooster, OH 44691

CONTRACTOR'S CONTACT: Robert Lay

CONTRACT NO.: RS903113 – 4 (06/30/16)

DELIVERY: Shipped 1 Day A.R.O.

TERMS: Net 30 Days

Toll Free: (800) 562-0373
Telephone: (330) 804-9106
FAX: (330) 804-9107

E-mail: roblay@portspetro.com

E-mail: roblay@portspetro.com

Preferred Method of receiving Purchase Orders:

DEMURRAGE: Item ID#: 24718

Free time allowed for unloading fuel at each destination: Tank Wagon: one (1) hour Transport: one (1) hour

Charge per hour on tank wagon/transport held over free time by facility personnel: \$75.00 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.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	05/01/13	To update the contract title.