

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

AMENDMENT FOR CHANGE  
AMENDMENT NO. 4

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: 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

Attached are pages 1, 4, 6 and 27 to this contract. Remove these pages from the existing contract and replace with the attached page on the effective and/or revision date.

This amendment is issued to remove the Analyst (contact information can be found on DAS Procurement Website); update the Usage Reports contact, and to update the Pricing Formula to not include the State of Ohio Petroleum Activity Tax (PAT), effective July 1, 2015. The PAT is required to be itemized on the invoice. The contractor must include the PAT in the per gallon price of the fuel as a separate item.

All other prices, terms and conditions remain unchanged.

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

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

Affected Contractor(s):

71185  
Central Ohio Farmers Co-op Inc.  
P.O. Box 932785  
Cleveland, OH 44193  
marionoil@centralohfarm.com

50951  
Hightowers Petroleum Co  
3577 Commerce Dr.  
Middletown, OH 45005  
stephen2@hightowerspetroleum.com

59148  
Lykins Oil Company  
5163 Wolfpen Pleasant Hill Road  
Milford, OH 45150  
ron@lykinscompanies.com

69968  
Ports Petroleum Co, Inc.  
1337 Blachleyville Rd.  
Wooster, OH 44691  
roblay@portspetro.com

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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.

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

Signed: \_\_\_\_\_  
Robert Blair, Director Date

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.

\*Effective July 1, 2015, State law mandates that all fuels be subject to the Petroleum Activity Tax (PAT). The .65% PAT is levied on the supplier of motor fuel and measured by the supplier's calculated gross receipts from the first sale, transfer, exchange, or other disposition of motor fuel in Ohio to a point outside of the distribution system. The averages listed on the Ohio Department of Taxation will be used to determine the calculated gross receipts of a supplier subject to the PAT for the each quarter starting July 1, 2015. The PAT is required to be itemized on the invoice. The contractor must include the PAT in the per gallon price of the fuel as a separate item. Quarterly Averages can be found at the Ohio Department of Taxation Website.

<http://www.tax.ohio.gov/PetroleumActivityTax/SpotPrices.aspx>

In accordance with this Pricing Formula Provision, the delivered price of the first fuel delivery of this contract will be calculated as follows: \*As of July 1, 2015, the delivered fuel price of this contract will be calculated as follows:

O.P.I.S. Average from O.P.I.S. Daily 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.

\*Indicates change.

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  
Office of Finance  
30 E. Broad Street, 40<sup>th</sup> Floor  
Columbus, OH 43215

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: Contract Analyst, Index No.: GDC027, Contract No.: RS903113

**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 1<sup>st</sup> and September 15<sup>th</sup>. 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. 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).

\*Indicates change to usage report contact.  
\*Indicates update to DAS, Office of Finance address.

SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Effective Date</b>	<b>Description</b>
4	07/15/15	This amendment is issued to remove the Analyst (contact information can be found on DAS Procurement Website); update the Usage Reports contact, and to update the Pricing Formula to not include the State of Ohio Petroleum Activity Tax (PAT), effective July 1, 2015. The PAT is required to be itemized on the invoice. The contractor must include the PAT in the per gallon price of the fuel as a separate item.
3	10/23/14	To update the Department of Administrative Services, Office of Finance address, to update the Contractor's address, and to update analyst information.
2	07/15/14	To update the Pricing Formula to include the State of Ohio Petroleum Activity Tax (PAT), effective July 1, 2014.
1	05/01/13	To update the contract title.