

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 <u>OT903920</u>	OPENING DATE (1:00 p.m.) <u>June 22, 2020</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY	STATE
		ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. DNR027	BID NOTICE DATE May 21, 2020	CONTRACTOR'S E-MAIL ADDRESS	
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): Department of Natural Resources			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: HIGH OCTANE ETHANOL-FREE GASOLINE <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>06/26/2020</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/2023</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 05/15/20, 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 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 two (2) business days 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. The delivery location will be noted on the purchase order issued by the participating agency. Delivery is 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. 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. Prices will be charged based upon the day the product is delivered.

Fuel for the marina located on Middle Bass Island needs to be delivered to Middle Bass Island directly, rather than to a mainland location. The Contractor will be responsible for all costs and logistics of transportation of the fuel and the delivery vehicle, if applicable, to Middle Bass Island, either by island ferry or by their own transport method. The State does not assume responsibility for transporting any delivery vehicles to Middle Bass Island for the purpose of fuel delivery.

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 for each location times the quoted bid cost differential. This total estimated spend will be used to determine the lowest cost differential per location.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by marina location. Failure to complete the minimum delivery cost or demurrage sections of the bid will be interpreted as a bid of "no charge" for these items.

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: Donna Davies.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT)

PRICING: The Contract pricing for conventional clear 90 octane gasoline will be adjusted based on the daily prices listed in the Oil Price Information Service ("OPIS") Wholesale Rack report for Columbus, OH. This price appears in the report under the heading: OPIS Contract Benchmark File, OPIS Gross Clear Prices, Rack Average. This average price, which does not include taxes or discounts, is the base reference price ("Base Price") which will be used to calculate the daily Contract pricing. This price adjustment procedure, outlined under Pricing Formula, is to continue from the effective date of this Contract through the duration of the Contract.

The OPIS report 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 each day 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.

PRICING FORMULA: The formula for calculating the Contract pricing per gallon will be the following:

Daily Base Price + Cost Differential + Applicable Taxes = Total Delivered Price Per Gallon

1. The Daily Base Price is established as outlined in the Pricing section above. Daily Base Price is determined based upon date of fuel delivery.
2. The Cost Differential is the amount per gallon, delivered, as provided by the Bidder on the Price Schedule page(s). This amount will include the Bidder's processing costs, profit and cost for F.O.B. prepaid delivery.
3. Any and all Applicable Taxes for conventional clear high-octane fuel purchased for resale will be included in the Total Delivered Price Per Gallon. These taxes should be itemized on each invoice. It is the Contractor's responsibility to itemize all applicable taxes correctly. Taxes will not be paid if they are not itemized on the invoice. Overcharged taxes added to an invoice in error will be refunded to the State.

INVOICING: Fuels must be invoiced and paid for based on gross delivered gallons. The 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. All invoices must show the brand name for the corresponding delivery. Only those listed brands that have been awarded must be furnished. Delivery of brands not listed in the Contract will not be acceptable and may result in cancellation of the Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT)

INSURANCE: Until all obligations under this Contract are satisfied, and without limiting Contractor's indemnification obligations herein, Contractor shall procure and maintain, for the duration of the Contract, the insurance policies set forth below. Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees. Contractor shall also procure and maintain insurance for claims arising out of their services including, but not limited to, loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. All commercial insurance required shall be provided by insurers with a rating of not less than A-VII from A.M. Best or a comparable rating agency

Coverage shall at least be as broad as:

1. Commercial General Liability (CGL) insurance, or, if a watercraft/vessel is being used to transport fuel, CGL with watercraft exclusions deleted or Marine General Liability (MGL) insurance. The CGL or MGL must include Named Peril and Time Element Pollution (20 days knowledge by the insured/80 days' notice in writing to the insurer), Completed Operations Liability insurance, Cross Liability provisions and a Broad Form Contractual Liability provision to cover the liability assumed by Contractor under this Agreement. This insurance shall provide a combined single limit for bodily injury and property damage of not less than \$5,000,000 per occurrence;
2. Business Automobile Liability insurance covering all automotive equipment used in the performance of the work under this Agreement with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage combined. Policy should include Designated Insured endorsement CA 20 48 (or its equivalent). Policy should also include an MCS 90 Endorsement if any hazardous product is to be transported; or as otherwise required by the Motor Carrier Act of 1980;
3. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$5,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold the State harmless from loss or liability for such.
4. Water Pollution Liability Insurance, either by endorsement to the appropriate insurances named above, or by separate insurance, in the form and amount written by the Water Quality Insurance Syndicate (WQIS) or equivalent, and in the amount of not less than \$100,000,000 per incident if carrying non-persistent oil as defined by OPA or \$20,000,000 per incident if carrying persistent oil as defined by OPA with the deductible not to exceed \$100,000 per accident or occurrence, and providing insurance coverage for and against liability for pollution damages and pollution cleanup expenses as provided for under the Oil Pollution Act of 1990 (OPA), the Federal Water Pollution Control Act (Clean Water Act), the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), and under any applicable federal regulations, and as provided for under appropriate state law or municipal law where applicable
5. Contractor's Pollution Liability Coverage. Contractor shall provide pollution liability insurance in an amount not less than \$10,000,000 per occurrence and \$10,000,000 aggregate;
6. In the event contractor performs professional services then Professional Liability coverage, either by endorsement to the appropriate insurances named above, or by separate insurance, with a minimum limit of \$5,000,000; and
7. If Contractor will employ watercraft to complete the obligations of this Agreement, the Contractor must procure and maintain through the Term of the Agreement the following additional insurances:
 - a. Full form Hull & Machinery Insurance on any vessels used in carrying out Contractor's obligations under this Agreement, including collision liability, in the American Institute Hull Clause form equal to or excess of the full value of the Vessel, with geographical and navigation extensions of coverage to the areas and waters in which the Vessel may operate to work under this Agreement, and with the deductible not to exceed \$100,000 per accident or occurrence;
 - b. Collision and Tug's Liability, in the event the vessels used under this Agreement shall be towed by tugs owned, operated, chartered, employed, brokered, controlled or arranged by Contractor, in an amount of not less than \$5,000,000, and with the deductible not to exceed \$100,000 per accident or occurrence; and

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT)

- c. Protection and Indemnity Insurance on any vessel used in carrying out Contractor's obligations under this Agreement, including cargo legal liability if vessels are to carry cargo, with geographical and navigation extensions of coverage to the areas and waters in which the vessels may operate to work under this Agreement, and including without limitation, insurance coverage for and against liability for personal injury, illness and death (including coverage for Jones Act, Death on the High Seas Act, general maritime law, maintenance and cure, wages and transportation) and insurance coverage for and against liability for property damage caused by or occurring on account of any vessel, including removal of wreck, with a minimum limit of \$10,000,000 applicable to any one accident or occurrence, and with the deductible not to exceed \$100,000 per accident or occurrence, and providing in rem protection such that a claim "in rem" against any vessel shall be treated as a claim "in personam" against Contractor; and, providing that any wording or phrases purporting to limit the underwriter's liability to the value of any vessel is deleted; and
- d. Workers' Compensation Insurance including U.S. Longshore and Harbor Workers Compensation Act in accordance with applicable Law, with territorial limits extended to include areas of transportation and operation under this Agreement.

The insurance obligations under this Contract shall be the minimum insurance coverage requirements and/or limits shown in this Contract. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status**
Except for Workers' Compensation and Professional Liability insurance, the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. **Primary Coverage**
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Insurance Policies**
Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.
4. **Notice of Cancellation**
Certificates shall contain provisions that no policy coverage reductions or cancellations shall become effective except upon 30 day written notice to State of Ohio; provided, however, that no such coverage reductions or cancellations shall relieve Contractor of its obligation to maintain insurance in accordance with the above stated requirements. If any act of the Contractor shall vitiate any of the insurance herein required, the Contractor shall pay to the State of Ohio all losses and indemnify the State of Ohio against all claims and demands which would otherwise have been covered by such insurance.
5. **Waiver of Subrogation**
Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.
6. **Deductibles and Self-Insured Retentions**
Deductibles and self-insured retentions must be declared to and approved by the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT)

7. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

Verification of Coverage: Contractor shall furnish the State of Ohio with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Contractor shall require its subcontractors performing under this agreement to maintain insurance of the types and amounts required of State of Ohio. Policies of Contractor shall be primary to any insurance carried by or available to State of Ohio and any "other insurance" clauses under Contractor's policies shall be amended accordingly. Should Contractor or its subcontractors fail to procure or maintain any of these insurance coverages, or by any act or omission vitiate or invalidate any of the aforesaid insurance coverages, Contractor shall pay to State of Ohio all losses and indemnify State of Ohio against all claims and demands which would otherwise have been covered by such insurance. Irrespective of the requirements as to insurance to be carried by Contractor or its subcontractors as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve Contractor of any of its obligations.

Special Risks or Circumstances: State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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.

SPECIAL INSTRUCTIONS

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 fuel delivered under this Contract must be of good quality, refined for the purposes of this Contract and must contain no waste products. By signature on the front page of the Bid, Contractor(s) certifies its 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.

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

TRANSPORT CAPABILITY: Contractors 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 its ability to perform deliveries against this Contract must be a part of this written document.
4. Bidders must submit with the Bid evidence that the Supplier: 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.

SPECIFICATIONS

- I. **SCOPE:** The State of Ohio is seeking Bids for conventional clear 90 octane gasoline, also known as "REC-90" gasoline, to be purchased in bulk for resale at various marina locations managed by the Department of Natural Resources. All products furnished under this Contract must conform to the attached specifications for conventional clear 90 octane gasoline.

The listing of marina locations is included as Appendix A, page 19.

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

- A. [Electronic Code of Federal Regulations \(e-CFR\) §1065.710](#), Gasoline
- B. [Ohio Revised Code \(ORC\), 1345.01](#) Consumer sales practices definitions
- C. [U.S. EPA Clean Air Act, Section 211, 42 USC 7545](#)
- D. [Ohio Revised Code \(ORC\) Section 125](#)

- III. **GASOLINE REQUIREMENTS:**

- A. **Definition:** Conventional clear gasoline is a finished motor gasoline that is not included in the oxygenated or reformulated gasoline categories. For the purposes of this Bid, conventional clear refers to a gasoline with no ethanol content. The fuel will be 90 octane and will be appropriate for use in boats or other small engines.
- B. **Testing:** The gasoline must conform to the requirements of the Electronic Code of Federal Regulations §1065.710, Gasoline as specified in Table I, page 9.
- C. **Additional Requirements:**
 - 1. The Contractor must submit, with each shipment, certification from the refinery that the gasoline delivered conforms to the specifications of the Contract.
 - 2. In the event the Contractor fails to provide certification with the shipment, acceptance of such shipment will be at the discretion of the ordering agency.
 - 3. Agencies may take random samples of gasoline directly from the delivery vehicle for testing. A portion must be given to the Contractor's representative or through its driver delivering the gasoline.

- IV. **DELIVERY:**

- A. The following must apply to orders placed for deliveries of 5,000 gallons or less, delivered by tank wagon or alternative fuel transport vehicle.
 - 1. Deliveries must be made with trucks or alternative fuel transport vehicles equipped with meters that have been sealed by the Ohio Dept. of Agriculture, Div. of Weights and Measures.
 - 2. Deliveries are to be metered into the receiving facility storage tanks and a printed meter report showing the quantity delivered must be given to the attendant by the driver.
- B. **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.
- C. **Order Size and Delivery:** Agencies should refrain from contacting the Contractors 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.

SPECIFICATIONS (Cont'd.)

V. NOTES:

- A. Safety Data Sheets: Upon request by any facility, material safety data sheets must be provided by the Contractor to the requesting facility within a reasonable amount of time.
- B. 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 their contractual obligations.
- C. Minimum Order Fees and Demurrage Fees: Bidders are to complete the Minimum Order and Demurrage information listed on each Price Schedule. This information will apply to locations as indicated. Failure to complete this information will result in the assumption of a bid of "no charge" for minimum orders or excessive time to unload. Minimum Order and Demurrage fees will not be part of the evaluation.
- D. Purchase Orders: Purchase orders should include contact information for both the ship to and the bill to addresses. This should include but is not limited to: ship to/bill to address, contact information, telephone/fax numbers and person responsible for responding to questions about delivery or invoices.

SPECIFICATIONS (Cont'd.)TABLE I – ELECTRONIC CODE OF FEDERAL REGULATIONS §1065.710 – GASOLINE:

This code, including any subsequent revisions, will be considered the standard for fuel purchased during the life of this Contract.

Property	Unit	Specification			Reference procedure
		General testing	Low-temperature testing	High altitude testing	
Antiknock Index (R + M)/2		91.0 Minimum		87.0 Minimum	ASTM D2699 and D2700.
Sensitivity (R-M)		7.5 Minimum			ASTM D2699 and D2700.
Dry Vapor Pressure Equivalent (DVPE)	kPa (psi)	60.0-63.4 (8.7-9.2)	77.2-81.4 (11.2-11.8)	52.4-55.2 (7.6-8.0)	ASTM D5191.
Distillation 10% evaporated	°C (°F)	49-60 (120-140)	43-54 (110-130)	49-60 (120-140)	ASTM D86.
50% evaporated	°C (°F)	88-99 (190-210).			
90% evaporated	°C (°F)	157-168 (315-335).			
Evaporated final boiling point	°C (°F)	193-216 (380-420).			
Residue	milliliter	2.0 Maximum.			
Total Aromatic Hydrocarbons	volume %	21.0-25.0			ASTM D5769.
C6 Aromatics (benzene)	volume %	0.5-0.7.			
C7 Aromatics (toluene)	volume %	5.2-6.4.			
C8 Aromatics	volume %	5.2-6.4.			
C9 Aromatics	volume %	5.2-6.4.			
C10 + Aromatics	volume %	4.4-5.6.			
Olefins	mass %	4.0-10.0			ASTM D6550.
Ethanol blended	volume %	9.6-10.0			Not applicable for conventional clear.
Ethanol confirmatory	volume %	9.4-10.2			ASTM D4815 or D5599.
Total Content of Oxygenates Other than Ethanol	volume %	0.1 Maximum			ASTM D4815 or D5599.
Sulfur	mg/kg	8.0-11.0			ASTM D2622, D5453 or D7039.
Lead	g/liter	0.0026 Maximum			ASTM D3237.
Phosphorus	g/liter	0.0013 Maximum			ASTM D3231.
Copper Corrosion		No. 1 Maximum			ASTM D130.
Solvent-Washed Gum Content	mg/100 milliliter	3.0 Maximum			ASTM D381.
Oxidation Stability	minute	1000 Minimum			ASTM D525.

APPENDIX A – FULL LIST OF MARINA LOCATIONS

MARINA NAME	MARINA LOCATION	TANK SIZE AND LOCATION	AVERAGE FUEL PER DELIVERY, GALLONS
The Marina at Caesar Creek	8574 E. State Route 73 Waynesville, OH 45068	2,000 gal, above ground	1,080
Rocky Fork State Park Marina	6579 North Beach Rd. Hillsboro, OH 45113	2,000 gal, above ground	800
Paint Creek State Park Marina	14771 Deer Park Road Bainbridge, OH 45612	500 gal, above ground	500
Hueston Woods State Park Marina	6301 Park Office Rd. College Corner, OH 45003	1,000 gal, above ground	200
Salt Fork State Park Marina	14755 Cadiz Road Lore City, OH 43755	2,000 gal, above ground	1,100
Delaware State Park	5202 US 23 N Delaware, OH 43015	1,000 gal, above ground	500
Middle Bass Island State Park & Marina	Fox Rd. Middle Bass Island, OH	12,000 gal, above ground	1,900