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: BIODIESEL

CONTRACT No.: RS900015 EFFECTIVE DATES: 10/01/14 to 06/30/17

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900015 that opened on 09/03/14. 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 (Revised 10/2013), 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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

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 the estimated annual usage times the bid cost differential per gallon. These totals will 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).

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. Bids should be submitted only for those districts that the bidder/contractor can support. See Attachment One for Bid District Map.

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.

Bidder must also identify any subcontractors that may make regular deliveries in that district.

PRICING: Starting Wednesday October 1, 2014, 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 (below), must continue in effect for the duration of the contract.

PRICING FORMULA: Prices for Bio-Diesel must increase and/or decrease in a like amount with any increase and/or decrease in the average of the rack prices for Fuels in the daily publication, the "Oil Price Information Service" under the heading 'OPIS Contract Benchmark, 10:15 AM pricing report, rack average and sub-heading 'Columbus, OH’. The “RACK AVG”, or reference price (which does not include taxes or discounts) as listed under the heading “OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES” at the bottom of prices listed in October 1, 2014 or later. 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 through the duration of the Contract. The bio-diesel pricing will be based on 80% of the OPIS price of low sulfur No. 2 plus 20% of the listed average price of soybean oil per pound as shown in The Wall Street Journal (WSJ)“Cash Prices, Fats and Oils” each day, using a multiplier of 7.35 to convert to gallons. If the information is not published on a certain day, then the next business day’s issue will be used (e.g., sometimes, it is necessary to use Tuesdays issue due to Monday holidays).

Effective July 1, 2014 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 gross receipts from the first sale, transfer, exchange, or other disposition of motor fuel in Ohio to a point outside of the distribution system. While the PAT is structured as a percentage based tax, the daily base price before the bidder differential will be adjusted. If the PAT is changed to a price per gallon, the percentage increase will be removed.

Example Calculation: October 1, 2014:

Price per gallon = {[(WSJ Soybean Oil per pound price x 7.35) x.2 + (OPIS Rack Avg x .8)] x .65%} + bid differential

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

PRICING FORMULA: (Cont'd.):

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 Offeror's selling prices are to be established each day 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 are 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 Offeror on the pricing pages.

2. For evaluation purposes of this ITB, the Base Price is established as outlined in the Pricing Formula paragraph. To this "Base Price", prevailing at the time of ordering, the successful Offeror will add his Cost differential, which will include its processing cost, profit and cost towards F.O.B. prepaid delivery.

3. The Offeror is not to include State or Federal taxes in its ITB.

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 and Federal Envrionmental Fee Recovery. 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 Federal law mandates that all gasoline and distillate based products be subject to the "Federal Envrionmental Fee Recovery" (Federal Oil Spill Tax) tax of $.00152 per gallon. Beginning with the above-cited effective date, the "Federal Envrionmental Fee Recovery" (Federal Oil Spill Tax) tax will show as a separate line item on invoices.

   Effective July 1, 2014 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 gross receipts from the first sale, transfer, exchange, or other disposition of motor fuel in Ohio to a point outside of the distribution system.

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

   It is estimated that, for the time period of July 1, 2013 through June 30, 2014, approximately 4,100,000 gallons of biodiesel was purchased by the State of Ohio. The state anticipates maintaining this level but, actual usage may increase or decrease. Estimated annual usage could be as much as 3,750,000 gallons. See Attachment Two, Tank Sizes/Locations/Usage. Other Participating Agencies, referenced on page one (1) of the ITB, may also purchase through this contract. It is unknown which Participating Agencies, may or may not use the contract.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:

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

Central Ohio Farmers Co-Op, Inc. _____ _____

_____ _____

_____ _____

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

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

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

Use the following address for same day or overnight deliveries:

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

All other deliveries may be sent to the following address:

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

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

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

*Indicates updates to Sales Report and Revenue Share Requirements.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd)

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

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

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

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

For same day or overnight deliveries:

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

All other deliveries may be sent to the following address:

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

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

USAGE REPORTS: Every three (3) 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

ATTACHMENTS:
Attachment One – Bid District Map – Page 14.
Attachment Two – Tank Sizes/Locations/Usage – Page 15.

The remainder of this page was intentionally left blank.

*Indicates updates to Sales Report and Revenue Share Requirements.

SPECIFICATIONS

Scope of Work. This section describes the Work and what the employees and/or sub-contractors the Contractor provides must do to make deliveries.

I. SCOPE: The state of Ohio is seeking bids for Biodiesel, B-20 fuels.

A. B20 BIODIESEL FUEL:

1. Description: This specification covers Grade B20 Alternative Fuel Blends for use in Ohio Department of Transportation equipment designed to operate on diesel fuel oils. This would also include other State Agencies and other entities described on page one (1) of the Invitation To Bid (ITB) as Participating Agency (ies).

2. The B20 fuel blend shall be a blend of low sulfur, on-highway petroleum-diesel and B100 Biodiesel, free from grit, acid, and fibrous or other foreign material likely to clog or injure pumps, injectors, valves, filters, etc. The B20 fuel must be blended prior to delivery to Department tanks. The color of the fuel shall not be red.

3. The biodiesel must be derived from mono-alkyl esters of long chain fatty acids derived from vegetable oils mixed with low sulfur diesel fuel meeting the specifications set forth in the ITB. If bidder is offering a biodiesel derived from animal fat, bidder must notify DAS for approval.

4. Upon request, contractor(s) will be required to submit certified independent laboratory testing results, proving that the B20 blend meets the specifications in this ITB.

B. TESTING:

1. The petroleum diesel portion of the fuel blend shall meet the Ohio requirements for diesel fuel (ASTM D 975 Standard Specification for Diesel Fuel Oils).

2. The Biodiesel, (B20) blend to conform to ASTM D7467-10, using all additives required to meet a maximum cloud point of -25C (-14F) for all B20 sold during the term of the contract.

3. The Department reserves the right to examine the bills of lading covering shipments of both the petroleum diesel and Biodiesel portions of the blends supplied under this specification. The contractor shall provide ready access to all required documentation to verify compliance, including other State Agencies and other entities described on page one (1) of the Invitation To Bid (ITB) as Participating Agency(ies).

4. In addition to blending with No. 1-D fuel, the use of additives is permitted providing the blend meets the low temperature operability requirements listed in B2 above.

5. Acceptable alternative test procedures for the Cloud Point test are ASTM D 5771, Cloud Point of Petroleum Products (Optical Detection Stepped Cooling Method), ASTM D 5772, Cloud Point of Petroleum Products (Linear Cooling Rate Method) or ASTM D 5773, Cloud Point of Petroleum Products (Constant Cooling Rate Method).

C. SAMPLING AND ACCEPTANCE:

1. Samples may be taken at the destination during offloading of the fuel into Department of Transportation tanks. This would also include other State Agencies and other entities described on page one (1) of the Invitation To Bid (ITB) as Participating Agency (ies). Offloading shall not commence until the Department representative has been notified.

2. The bidder is to submit with the bid response a signed certification stating that all fuel to be delivered under this bid/contract will meet all requirements of the specifications. This certificate is to be on company letter head, signed by an authorized company representative and state the following:

   This certifies that all fuel shipments made by this company under this bid/contract will comply with Ohio biodiesel specifications.

   Signature/Title: _____

C. SAMPLING AND ACCEPTANCE (Cont'd.):

3. Acceptance will be based on the certification furnished by the contractor and the results of and testing deemed necessary by the Department/Agency.

4. The contractor will guarantee the removal and/or replacement of any shipment that does not meet the requirements of the specifications. It is understood that existing fuel contained in Department/Agency or cooperative tanks that is contaminated by fuel that does not comply with these specifications will also be replaced.

D. Delivery and Invoicing:

1. Delivery: Is to be made within the number of days as agreed upon between the State and the Contractor 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 is to be made after notification by the ordering facility usually within three (3) calendar days. 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 location/facility. Delivery documents must be presented to the receiving agency prior to unloading. Delivery is the responsibility of the Contractor. The Contractor must be able to offload at each ODOT facility in its awarded district within three (3) days of the order being placed.

2. Testing: Each B20 delivery may be tested for proper mixture in accordance with tests described in ASTM D7467-10 and may be reduced to random sampling tests as determined by the State. The Contractor must be able to quarantine shipments for testing up to 72 hours at no additional cost to the State. This may be done on an occasional or as-needed basis.

3. 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. Invoices must be sent to the ordering/delivery location.

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

4. Tank Wagon Prices: Must apply to orders placed for deliveries of 5,000 gallons or less.

   a. Tank wagon deliveries at destinations must be made with trucks equipped with meters that have been sealed/certified by the Ohio Dept. of Agriculture, Division of Weights and Measures.

   b. 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.

5 Transport Prices: Must apply to orders placed for deliveries of 5,001 gallons or more.

   a. 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.

   b. It must be the responsibility of the awarded Contractor, his employees or agents to take stick readings of storage tanks both before and after said fuel is delivered, and in the presence of facility employees receiving the fuel. Said readings must be posted to bill of lading and/or delivery ticket.

   c. Documents will be signed after unloading and verification of quantities received are made.

   d. If the Contractor is unable to provide a printed meter printout of fuels delivered, then transport pricing must apply.

   e. Any fuel or combination of fuels ordered, which totals less than 5,001 gallons, but delivered on a transport truck will receive transport pricing.

6. Accidental Release or Spillage: Accidental release or spillage during delivery of product by the Contractor will result in the Contractor being responsible for all costs of cleanup and disposal of any/all contaminated soil. Cleanup and disposal must be conducted in accordance with State and Federal EPA regulations and guidelines.

D. Delivery and Invoicing (Cont'd.):

7. Ordering: Agencies should refrain from contacting the contractors/suppliers to "top-off" their tanks. Agencies should be certain that when ordering biodiesel, their tanks will accept the quantity ordered. Product ordered is intended to be delivered to one location, not multiple locations.

8. Currently the Petroleum Activity Tax can be either added to the price per gallon or separated and itemized. Bidders are required to indicate which method of invoicing on their bid and if awarded, must invoice in a consistent manner across all awarded districts.

E. SPECIAL PROVISIONS:

1. Offerors 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:

   a. Will the Contractor deliver with its own company trucks or subcontract the deliveries to other common carriers?

   b. Distribution facilities and geographical location of these distribution facilities.

   c. Ability to deliver within the time frame previously noted within this ITB document.

   d. 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. DAS will approve subcontractors for each district, and only approved subcontracts are permitted to deliver fuel in those districts. The Contractor may change/add subcontractors by contacting DAS for approval.

   e. The Offeror must submit with its response 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.

   f. The State may make any investigations it deems necessary to determine the ability of the Offeror to furnish materials requested herein. The Offeror 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 Offeror is properly qualified to carry out the obligations of the Contract and deliver material as necessary. Conditional responses will not be accepted.

   g. The above written documentation should accompany the ITB response. Failure to provide this certification may result in disqualification of the bidder's response.

   h. Offeror's should familiarize themselves with the Workers' Compensation, S-12; and Automobile and General Liability Insurance, S-13 listed on page 10 of the Standard Contract Terms and Conditions. Offerors listed will be required to meet these requirements when requested.

   i. The biodiesel refiner must be a BQ-9000 accredited producer through the National Biodiesel Board.

2. Safety Data Sheets: Upon request by any facility, material safety data sheets must be submitted by awarded Contractor to the requesting facility.

3. 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:

   The facility will only pay a price equal to that of the correct Contractor of record awarded differential factor and that day's O.P.I.S. price, up to a total dollar figure allowable by law.

4. 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:

   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.

5. 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.

6. 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.

COST SUMMARY FORM

All costs must be in US Dollars. All prices passed the fourth decimal will be dropped.

ODOT DISTRICT 1 - TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
10987	Tank wagon Delivery	Marathon Husky Benchmark	22,300	$ .46
3204	Transport Delivery	Marathon Husky Benchmark	279,500	$ .26

Blanket Encumbrance OAKS Item Number: 25121

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

ODOT DISTRICT 2 - TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
3205	Tank wagon Delivery	Marathon Husky Benchmark	5,000	$ .51
7567	Transport Delivery	Marathon Husky Benchmark	221,900	$ .265

Blanket Encumbrance OAKS Item Number: 25122

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

ODOT DISTRICT 3 - TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
OAKS # 3206	Tank wagon Delivery	Marathon Husky Benchmark	31,600	$ .46
OAKS # 7568	Transport Delivery	Marathon Husky Benchmark	224,550	$ .26

Blanket Encumbrance OAKS Item Number: 25123

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

COST SUMMARY FORM – Continued

ODOT DISTRICT - 4 TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
3207	Tank wagon Delivery	Marathon Husky Benchmark	62,250	$ .51
7569	Transport Delivery	Marathon Husky Benchmark	299,900	$ .31

Blanket Encumbrance OAKS Item Number: 25124

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

ODOT DISTRICT - 5 TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
10988	Tank wagon Delivery	Marathon Husky Benchmark	44,000	$ .46
10995	Transport Delivery	Marathon Husky Benchmark	302,300	$ .285

Blanket Encumbrance OAKS Item Number: 25125

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

ODOT DISTRICT 6 - TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
3208	Tank wagon Delivery	Marathon Husky Benchmark	62,800	$ .41
3209	Transport Delivery	Marathon Husky Benchmark	348,050	$ .235

Blanket Encumbrance OAKS Item Number: 25126

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

COST SUMMARY FORM - Continued

ODOT DISTRICT 7 - TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
10989	Tank wagon Delivery	Marathon Husky Benchmark	38,750	$ .41
10996	Transport Delivery	Marathon Husky Benchmark	337,600	$ .26

Blanket Encumbrance OAKS Item Number: 25127

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

ODOT DISTRICT 8 - TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
10990	Tank wagon Delivery	Marathon Husky Benchmark	25,500	$ .51
10997	Transport Delivery	Marathon Husky Benchmark	240,000	$ .31

Blanket Encumbrance OAKS Item Number: 25128

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

ODOT DISTRICT 9 - TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
10991	Tank wagon Delivery	Marathon Husky Benchmark	5,000	$ .46
7570	Transport Delivery	Marathon Husky Benchmark	257,100	$ .235

Blanket Encumbrance OAKS Item Number: 25129

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

COST SUMMARY FORM - Continued

ODOT DISTRICT 10 - TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
10992	Tank wagon Delivery	Marathon Husky Benchmark	64,550	$ .51
10998	Transport Delivery	Marathon Husky Benchmark	242,000	$ .31

Blanket Encumbrance OAKS Item Number: 25130

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

ODOT DISTRICT 11 - TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Cost Differential Per Gallon
10993	Tank wagon Delivery	Marathon Husky Benchmark	81,450	$ .46
10999	Transport Delivery	Marathon Husky Benchmark	206,900	$ .26

Blanket Encumbrance OAKS Item Number: 25131

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

ODOT DISTRICT 12 - TANK WAGON AND TRANSPORT DELIVERY				
DO NOT INCLUDE STATE OR FEDERAL TAXES IN DIFFERENTIAL				
ITEM ID NO.:	Bio-Diesel	Fuel Brand Name	Estimated Annual Usage	Bid/Cost Differential/Gallon
10994	Tank wagon Delivery	Marathon Husky Benchmark	44,300	$ .46
11000	Transport Delivery	Marathon Husky Benchmark	337,900	$ .26

Blanket Encumbrance OAKS Item Number: 25132

Tank wagon: Minimum 250 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum 7500 Gallons

Subcontractors: Central Ohio Famers Co-Op, Inc.

Petroleum Activity Tax: ☒ Included in the price per gallon ☐ Itemized

ATTACHMENT ONE
ODOT DISTRICTS

ATTACHMENT TWO
TANK SIZES/LOCATIONS/USAGE

Tank sizes and estimated purchases of Biodiesel fuel

Tank Size	District 1 Garage Name	Usage/Gallons	Tank Size	District 1 Garage Name	Usage/Gallons
6,000	4th Street Outpost	5,000	6,000	Allen County Garage	27,000
* 6,000	Beaverdam Outpost	5,400	6,000	Carey Outpost	3,000
10,000 & 2,000	Defiance County Garage	20,000	1,000	Delphos Outpost	5,400
6,000	Findlay Outpost	12,000	10,000	Hancock County Garage	37,500
10,000 (2)	Hardin County Garage	19,100	1,000	Hicksville Outpost	1,500
10,000	Paulding County Garage	24,000	6,000	Putnam County Garage	29,000
1,000	Roundhead Outpost	1,400	* 8,000	Vanwert County Garage	23,000
10,000	Wyandot County Garage	28,500	Unknown	District 1 Auditing	60,000

Tank Size	District 2 Garage Name	Usage/Gallons	Tank Size	District 2 Garage Name	Usage/Gallons
10,000 (2)	Henry County Garage	27,000	10,000	District 2 Garage	22,200
10,000 & 2,500	Northwood Outpost	36,000	10,000	Fulton County Garage	25,000
* 6,000	Sandusky Cty. Garage	26,800	* 6,000	Williams County Garage	25,000
6,000	* Seneca County Garage	28,300	10,000 (2)	Wood County Garage	36,600

Tank Size	District 3 Garage Name	Usage/Gallons	Tank Size	District 3 Garage Name	Usage/Gallons
2,000	Avon Outpost	3,900	10,000	Burbank Outpost	24,600
10,000	Crawford Cty. Garage	42,000	10,000	District 3 Garage	57,750
6,000	Huron County Garage	25,500	6,000	Erie County Garage	17,350
1,000	Lorain County Garage	4,800	1,000	Lexington Outpost	2,800
2,000	Perryville Outpost	7,200	10,000	Medina County Garage	47,250
1,000	Richland County Garage	4,700	1,000	Plymouth Outpost	3,700
1,000	Wayne County Garage	4,500	10,000	Vermillion Outpost	10,100

Tank Size	District 4 Garage Name	Usage/Gallons	Tank Size	District 4 Garage Name	Usage/Gallons
6,000	Ashtabula Cty. Garage	26,750	6,000	Bailey Road Outpoat	7,500
6,000	Brookfield Outpost	12,000	0	District 4 Garage	0
6,000	Conneaut Outpost	13,500	6,000	Drakesburg Outpost	10,000
6,000	Dorset Outpost	12,900	6,000	Greensburg Outpost	17,250
6,000	Farmington Outpost	8,500	6,000	Harpersfield Outpost	4,400
6,000	Gustavus Outpost	7,000	10,000 (2)	Mahoning Cty. Garage	25,500
6,000	Interchange Outpost	23,500	6,000	Portage County Garage	39,000
10,000	North Lima Outpost	11,500	6,000	Sebring Outpost	7,100
4,000	Rome Outpost	11,500	10,000	Stark County Garage	42,250
6,000	Summit County Garage	25,500	1,000	Trumbull County Garage	34,000
6,000	Twinsburg Outpost	8,500	6,000	Williamsfield Outpost	8,000
4,000	Yale Outpost	6,000			

* Indicates dual use.

ATTACHMENT TWO
TANK SIZES/LOCATIONS/USAGE

Tank sizes and estimated purchases of Biodiesel fuel – Continued

Tank Size	District 5 Garage Name	Usage/Gallons	Tank Size	District 5 Garage Name	Usage/Gallons
6,000	District 5 Special Pjts.	0	6,000	District 5 Garage	63,000
6,000	Dresden Outpost	10,000	6,000	Dresden Outpost	10,000
6,000	Gurnsey County Garage	38,500	2,000 (2)	Fairfield County Garage	37,000
6,000	North Salem Outpost	10,800	6,000	Knox County Garage	39,500
6,000	Perry County Garage	41,000	10,000	Muskingum Cty. Garage	38,000
6,000	Coshocton Cty. Garage	36,500	6,000	Old Washington Outpost	15,000
			2,000	Utica Outpost	7,000

Tank Size	District 6 Garage Name	Usage/Gallons	Tank Size	District 6 Garage Name	Usage/Gallons
10,000	Berkshire Outpost	15,000	* 6,000	Chesterville Outpost	8,700
10,000	Delaware County Garage	33,500	550 & 12,000	District Garage Maint.	40,000
* 6,000	Fayette County Garage	25,500	* 6,000	Franklin County Garage	33,500
* 6,000	Grove City Outpost	16,000	* 6,000	Hilliard Outpost	16,500
10,000	Jeffersonville Outpost	10,000	10,000	Madison County Garage	22,000
4,000	Marion County Garage	37,000	* 6,000	Morrow County Garage	33,000
* 6,000	Mount Sterling Outpost	11,250	10,000 (2)	Pickaway County Garage	31,000
10,000	Richwood Outpost	11,400	10,000 (2)	Union County Garage	27,000
10,000	West Jefferson Outpost	18,500	* 4,000	Westerville Outpost	21,000

Tank Size	District 7 Garage Name	Usage/Gallons	Tank Size	District 7 Garage Name	Usage/Gallons
* 6,000	Auglaize County Garage	35,000	10,000 (2)	Cassella Outpost	7,500
* 6,000	Champaign Cty. Garage	27,500	* 6,000	Clark County Garage	19,000
6,000	Darke County Garage	39,500	10,000	Dawn OP Fuel Tank	7,500
10,000	Dawn Outpost	2,000	10,000	District 7 Gas Pump	20,000
4,000	East Liberty Outpost	6,500	10,000	Lakeview Outpost	5,000
4,000	Harmony Outpost	12,250	6,000	Lyons Road Outpost	15,500
10,000	Logan County Garage	32,000	10,000 (2)	Mercer County Garage	22,600
12,000	Mechanicsburg Outpost	3,000	10,000 (2)	Miami County Garage	30,000
10,000 (2)	Mercer Outpost	7,500	10,000	Piqua Outpost	7,500
* 6,000	Montgomery Cty. Garage	22,500	4,000	Saint Paris Outpost	5,000
10,000 & 2,500	Shelby County Garage	35,000	10,000 & 6,000	Enon Outpost	14,000

Tank Size	District 8 Garage Name	Usage/Gallons	Tank Size	District 8 Garage Name	Usage/Gallons
6,000	40 Foot Pitch Outpost	11,000	10,000	68 Outpost	8,500
* 6,000	Blue Ash Outpost	12,000	10,000 & 2,500	Butler County Garage	33,000
6,000	Clermont County Garage	10,000	6,000	Clinton County Garage	21,000
2,500	District 8 Garage	18,000	8,000	Greene County Garage	27,000
6,000	Hamilton County Garage	25,000	6,000	Middletown Outpost	2,000
* 6,000	Miamitown Outpost	13,000	6,000	Monroe Outpost	10,000
6,000	Milford Outpost	13,000	* 6,000	New Richmond Outpost	12,500
* 6,000	Morning Sun Outpost	2,000	* 6,000	Warren County Garage	24,000
* 6,000	Preble County Garage	23,500			

* Indicates dual use.

ATTACHMENT TWO
TANK SIZES/LOCATIONS/USAGE

Tank sizes and estimated purchases of Biodiesel fuel – Continued

Tank Size	District 9 Garage Name	Usage/Gallons	Tank Size	District 9 Garage Name	Usage/Gallons
* 6,000	Adams County Garage	25,000	* 6,000	Brown County Garage	24,000
10,000 (2)	District 9 Garage	7,000	10,000	Highland County Garage	31,000
10,000 (2)	Jackson County Garage	34,500	10,000	Lawrence Cty. Garage	29,500
10,000	Peebles Outpost	7,000	6,000	Pike County Garage	29,500
10,000	Proctorville Outpost	2,500	* 6,000 & 10,000	Ross County Garage	37,000
*10,000	Scioto County Garage	24,500	* 6,000	Wheelersburg Outpost	5,500
*6,000	White Oak Outpost	5,100			

Tank Size	District 10 Garage Name	Usage/Gallons	Tank Size	District 10 Garage Name	Usage/Gallons
10,000	Athens County Garage	29,000	1,000	Bartlett Outpost	6,100
2,000	Belpre Outpost	10,800	10,000	District 10 Garage	13,500
10,000 (2)	Duffy Outpost	5,500	* 6,000	Gallia County Garage	23,000
12,000	Hocking County Garage	22,000	1,000	Hollister Outpost	3,000
550	Laurelville Outpost	1,250	2,000	Macksburg Outpost	4,400
* 6,000	Meigs County Garage	28,000	6,000	Monroe County Garage	30,000
6,000	Morgan County Garage	26,000	4,000	Noble County Garage	31,000
1,000	Tuppers Plains Outpost	6,000	10,000 (2)	Vinton County Garage	29,000
* 6,000	Washington Cty. Garage	36,000	1,000	Wilkesville Outpost	2,000

Tank Size	District 11 Garage Name	Usage/Gallons	Tank Size	District 11 Garage Name	Usage/Gallons
4,000	Apples Corner Outpost	7,000	10,000	Barnesville Outpost	10,000
* 6,000	Belmont County Garage	31,500	4,000	Bergholz Outpost	6,200
10,000	Carroll County Garage	28,500	10,000	Columbiana Cty. Garage	36,000
4,000	Dennsion Outpost	3,900	4,000	Freeport Outpost	9,500
*6,000	District 11 Garage	8,000	4,000	Harrison County Garage	23,400
10,000	Nashville Outpost	13,000	10,000	Jefferson County Garage	27,500
4,000	Saint Clairsville Outpost	21,250	10,000	Newcomerstown Outpost	7,000
4,000	Shadyside Outpost	3,200	4,000	Scio Outpost	3,500
* 6,000	Tuscarawas Cty. Garage	29,400	4,000	Toronto Outpost	9,000
4,000	Zoar Outpost	3,500	10,000	Unity Outpost	7,000

Tank Size	District 12 Garage Name	Usage/Gallons	Tank Size	District 12 Garage Name	Usage/Gallons
6,000	Cleveland Outpost	34,500	2,000	District 12 Garage	11,000
6,000	Independence Outpost	42,000	10,000 & 2,000	Geauga County Garage	29,000
2,000	Montville Outpost	9,000	12,000	Lake County Garage	41,000
2,000	Parkman Outpost	10,000	6,000	Mayfield Outpost	30,300
1,000	Unionville Maint.	1,000	2,000	Munson Outpost	9,000
10,000	Warrensville Outpost	44,000	6,000	Riveredge Outpost	51,000
			8000	Vrooman Road Maint.	20,100

250	Facilities Mgt. (Cols)	300	20,000	ODOT Central Office (Cols)	50,000

* Indicates dual use.

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:

CONTRACT ID NO.: RS900015-1 (06/30/17)

Minority Business Enterprise

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

DELIVERY: Shipped 1 Day A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Guido Jackson

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

CONTRACTOR'S E MAIL ADDRESS: guido@hightowerspetroleum.com

Preferred Method of receiving Purchase Orders: guido@hightowerspetroleum.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	03/28/16	This amendment is issued to add the summary of Amendments page and to update sales report and revenue share requirements.