



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.: RS900220

EFFECTIVE DATES: 07/01/19 to 06/30/22

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900220 that opened on 05/29/19. 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 [Instructions to Bidders](#) and [Standard 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.

CONTRACT RENEWAL. 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 Twenty Four (24) months unless the Contracting Agency determines that additional renewal is necessary.

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.

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

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

Signed: \_\_\_\_\_  
Matthew M. Damschroder, Director Date

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\* Amended to add the Summary of Amendments page.

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.

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.

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

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

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

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

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

1. Distribution facilities and geographical location of these distribution facilities.
2. Ability to deliver within the time frame noted within this bid document.
3. If deliveries are to be made by subcontractors, those subcontractors must be identified, and a letter from the subcontractor (common carrier) stating his ability to perform deliveries against this contract must be a part of this written document.
4. Bidders must submit with the bid evidence that it maintains a permanent place of business; has adequate equipment; has adequate transportation vehicles to supply the required products and has suitable financial status to meet obligations incident to the work.
5. The state may make any investigations it deems necessary to determine the ability of the supplier to furnish materials requested herein. Bidder must furnish all such information and data for this purpose at agency request. The Office of Procurement Services, reserves the right to reject any bid if the evidence submitted fails to satisfy that the bidder is properly qualified to carry out the obligations of the contract and deliver material as necessary. Conditional bids will not be accepted.
6. Documentation should be provided as part of the bid response. If Bidder does not provide said documentation as part of the bid response, the Bidder must provide the documentation within five (5) calendar days after request by the Office of Procurement Services. Failure of the Bidder to furnish the documentation either as part of the bid response or within the time specified herein will deem the bidder not responsive.
7. The biodiesel refiner must be a BQ-9000 accredited producer through the National Biodiesel Board.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

**PRICING:** Starting Monday July 1, 2019, 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 July 1, 2019 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.

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

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

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

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

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

Effective 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 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.

\* <https://tax.ohio.gov/wps/portal/gov/tax/business/ohio-business-taxes/PetroleumActivityTax/PAT-Average-Wholesale-Prices>

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

$[(\text{WSJ Soybean Oil price} \times 7.35) \times 2 + (\text{O.P.I.S. Rack Avg} \times .8)] + \text{Cost differential} + \text{LUST Tax} + \text{PAT} = \text{Delivered Price}$

\* Amended to update the website address for information related to the State of Ohio Petroleum Activity tax.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

**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.

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within one (1) day after receipt of order. 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.

**USAGE REPORTS:** Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Shawn Carter.

**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:

All other deliveries may be sent to the following address:

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

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.

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 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 Ohio Contract Management Remittance Report

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

For same day or overnight deliveries:

All other deliveries may be sent to the following address:

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

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.

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.

SPECIFICATIONS

- I. SCOPE: The state of Ohio is seeking bids for Biodiesel, B-20 fuels.
- II. B20 BIODIESEL FUEL:
  - A. Description: This specification covers Grade B20 Alternative Fuel Blends for use in equipment designed to operate on diesel fuel oils. This would also include all State Agencies and other entities described on page one (1) of the Invitation To Bid (ITB) as Participating Agency(ies).
  - B. 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.
  - C. 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.
  - D. 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.
- III. TESTING:
  - A. 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).
  - B. 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.
  - C. State Agencies and other entities described on page one (1) of the Invitation To Bid (ITB) as Participating Agency(ies) 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.
  - D. 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 B above.
  - E. 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).
- IV. SAMPLES AND ACCEPTANCE:
  - A. The Contractor must submit, with each shipment, certification from the refinery, that the gasoline delivered conforms to the specifications of the contract.
  - B. In the event the Contractor fails to provide certification with the shipment, acceptance of such shipment must be at the discretion of the using agency.
  - C. Agencies may take random samples of gasoline directly from the delivery truck for testing, of which a part must be given to the Contractor's representative or through his driver delivering the gasoline.
  - D. Additional tests, which are standard to the industry, may be made to determine the percent of alcohol and co-solvent additives.

SPECIFICATIONS (Cont'd)

V. DELIVERY AND INVOICING:

- A. Delivery is to be made one (1) day after receipt of order, Monday through Friday 7:30 a.m. to 3:00 p.m., except state observed holidays, unless emergency conditions dictate otherwise or by special arrangement with the ordering facility. Delivery 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.
- B. 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.
- C. 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

- D. Tank Wagon Prices: Must apply to orders placed for deliveries of 5,000 gallons or less.
  - i. 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.
  - ii. 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.
- E. Transport Prices: Must apply to orders placed for deliveries of 5,001 gallons or more.
  - i. 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.
  - ii. 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.
  - iii. Documents will be signed after unloading and verification of quantities received are made.
  - iv. If the Contractor is unable to provide a printed meter printout of fuels delivered, then transport pricing must apply.
  - v. Any fuel or combination of fuels ordered, which totals less than 5,001 gallons, but delivered on a transport truck will receive transport pricing.
- F. 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.
- G. 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.
- H. 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.



SPECIFICATIONS (Cont'd)

VI. NOTES:

- A. Safety Data Sheets: Upon request by any facility, material safety data sheets must be submitted by awarded Contractor to the requesting facility.
- B. Incorrectly Ordered And Shipped Fuels: Fuels ordered in error by facility employees and shipped in error by other than the awarded fuel Contractor(s) must be handled as follows:
  - i. 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.
  - ii. 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:
    - 1. 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.
  - iii. 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.
  - iv. The biodiesel refiner must be a BQ-9000 accredited producer through the National Biodiesel Board.
  - v. 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 third decimal will be dropped.

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
DISTRICT 1				
10987	Tank wagon Delivery	Benchmark B20 Biodiesel	1	* 0.233
3204	Transport Delivery	Benchmark B20 Biodiesel	1	* 0.150
DISTRICT 2				
3205	Tank wagon Delivery	Benchmark B20 Biodiesel	1	* 0.243
7567	Transport Delivery	Benchmark B20 Biodiesel	1	* 0.152
DISTRICT 3				
3206	Tank wagon Delivery	Benchmark B20 Biodiesel	1	* 0.245
7568	Transport Delivery	Benchmark B20 Biodiesel	1	* 0.125
DISTRICT 4				
3207	Tank wagon Delivery	Benchmark B20 Biodiesel	1	* 0.243
7569	Transport Delivery	Benchmark B20 Biodiesel	1	* 0.152
DISTRICT 5				
10988	Tank wagon Delivery	Benchmark B20 Biodiesel	1	* 0.212
10995	Transport Delivery	Benchmark B20 Biodiesel	1	* 0.111
DISTRICT 6				
3208	Tank wagon Delivery	Benchmark B20 Biodiesel	40,000	* 0.152
3209	Transport Delivery	Benchmark B20 Biodiesel	200,000	* 0.110

FILL IN THE FOLLOWING:

Tank wagon: Minimum 200 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum     Gallons

\*\* Contractor to state charge for less than tank wagon minimum deliveries: \$200.00

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

\* Amended to update the Bid/Cost Differential/Gallon to reflect the offered 15% discount, effective 8/19/20.

\*\* Amended to include the minimum delivery amount, as listed in the original bid.

COST SUMMARY FORM – Continued

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

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
DISTRICT 7				
10898	Tank wagon Delivery	Benchmark B20 Biodiesel	4,000	* 0.224
10996	Transport Delivery	Benchmark B20 Biodiesel	30,000	* 0.157
DISTRICT 8				
10991	Tank wagon Delivery	Benchmark B20 Biodiesel	1	* 0.212
7570	Transport Delivery	Benchmark B20 Biodiesel	1	* 0.145
DISTRICT 9				
3206	Tank wagon Delivery	Benchmark B20 Biodiesel	1	* 0.245
7568	Transport Delivery	Benchmark B20 Biodiesel	1	* 0.137
DISTRICT 10				
10992	Tank wagon Delivery	Benchmark B20 Biodiesel	1	* 0.253
10998	Transport Delivery	Benchmark B20 Biodiesel	1	* 0.178
DISTRICT 11				
10993	Tank wagon Delivery	Benchmark B20 Biodiesel	1	* 0.254
10999	Transport Delivery	Benchmark B20 Biodiesel	1	* 0.167
DISTRICT 12				
10994	Tank wagon Delivery	Benchmark B20 Biodiesel	1	* 0.245
11000	Transport Delivery	Benchmark B20 Biodiesel	1	* 0.167

FILL IN THE FOLLOWING:

Tank wagon: Minimum 200 Gallons Maximum 5000 Gallons

Transport: Minimum 5001 Gallons Maximum     Gallons

\*\* Contractor to state charge for less than tank wagon minimum deliveries: \$200.00

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

\* Amended to update the Bid/Cost Differential/Gallon to reflect the offered 15% discount, effective 8/19/20.

\*\* Amended to include the minimum delivery amount, as listed in the original bid.

ATTACHMENT ONE  
ODOT DISTRICT MAP



CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:

CONTRACT ID NO.: RS900220



167768  
Benchmark Biodiesel, Inc.  
620 Phillipi Rd  
Columbus, OH 43228

DELIVERY: Shipped 1 Day A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Page Thorson

Telephone: (614) 747-3599  
Fax: (614) 355-0188

CONTRACTOR'S E MAIL ADDRESS:

[page@benchmarkbio.com](mailto:page@benchmarkbio.com)

Preferred Method of receiving Purchase Orders:

[fuelorders@benchmarkbio.com](mailto:fuelorders@benchmarkbio.com)

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	08/19/20	This amendment is issued to update the contract bid/cost differentials to reflect an offered 15% discount, to update the tank wagon minimum delivery amount, to update the website address for information related to the State of Ohio Petroleum Activity Tax, and to add a summary of amendments page.