

Administrative Requirements

Section 1 General Instructions

Section 1.01 Entire Agreement; Parties to the Contract

This Contract is the entire agreement between the Offeror (“Offeror”) and Franklin County (“County”) on behalf of the agency/agencies requesting the Contract as signed by the Franklin County Board of Commissioners.

Section 1.02 Exclusions from Bidding

Consultants who are under contract with the Commissioner Agency who is acquiring the services specified in this bid document shall be excluded from the bid process. This exclusion shall be in effect as long as the consultant contract is in full effect and force.

Section 1.03 Contract Agreement

The final contract shall be a firm fixed price agreement between the County and the Contractor.

Section 1.04 Contract Components

This Contract consists of the signed contract, the original Invitation to Bid, including the Contract Terms and Conditions, the Special Contract Terms and Conditions, the Bid specifications, Pricing Forms, all documents requiring Contractor’s signatures, and any written amendments/addendums to the original Request for Bid; the Contractor’s complete competitive sealed Bid, including proper modifications, clarifications, and samples.

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The signed contract document and all attached documents.
- b. Franklin County original Invitation to Bid.
- c. The contractor’s original submitted Bid document

Section 1.05 Registration with Franklin County

All Offerors interested in doing business with Franklin County must register with the County before the award of any contract. Offerors may register with Franklin County Monday through Friday, 8:00 a.m. to 4:30 p.m., in the Franklin County Purchasing Department located on the 25th Floor, 373 South High Street, Columbus, Ohio, 43215-6314 or online at www.franklincountyohio.gov/bidops/. Failure to register prior-to the award of a contract may deem the recommended vendor as non-compliant with the terms and conditions of the contract and may result in legal liability.

Section 1.06 Specifications

Franklin County may use any form of specification it determines to be in the best interest of the County and that best describes the goods or services to be purchased. Specification may be in the form of a design specification, a performance specification, or a combination thereof. If the County determines that a design, performance, or combination specification is not in the best interest of the County, it may use brand name or equal specification. Unless otherwise stated as, where a brand name or equal specification is used, use of the brand name is for the purpose of describing the base standard of quality, performance, and characteristics described and is not intended to limit or restrict competition. Substantially equivalent goods or services to those designated will be considered for award.

Section 1.07 Inquiry Process/Additional Information

Any questions that arise during the preparation of bids concerning the content of the ITB should be submitted to Patty Clifford, Senior Coordinator General Commodities via email at pxstarre@ranklincountyohio.gov. Contact with any Franklin County staff concerning this ITB except through the inquiry method with questions specific to the contents of this ITB is strongly discouraged. This does not apply to communication during the evaluation process if Franklin County initiates the communication. Questions shall be sent no later than 10-02-09 at 5:00 pm to be considered for a response.

Section 1.08 Oral Explanation

Franklin County will not be bound by oral explanations or instructions given at any time during the competitive process or after the selection of the successful Offeror.

Section 1.09 Decline to Offer

Any Offeror who receives a copy of this ITB but declines to make an offer is requested to submit a Decline to Offer notification by utilizing the *Statement of Receipt Form and "No Bid" Form* no later than 10-02-09 .

Section 1.10 Compliance with Specifications and Terms and Conditions

The County cannot except any changes to the ITB terms and conditions nor is the County allowed to accept any additional agreements that were not part of the final ITB documents. The County will make any changes to the ITB terms and conditions or specification through the issuance of amendments or clarifications. If an offeror submits a ITB with changes or mark-ups that ITB will be determined to be non-responsive and will not receive further consideration or evaluation.

Section 1.12 Conflict of Interest

Each bid must answer the statement indicating whether the Offeror or any people that may work through the Offeror have a possible conflict of interest (e.g., employed by Franklin County, etc.) and, if so, the nature of the conflict. Franklin County has the right to reject a bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Section 1.13 Representations

The Offeror warrants the accuracy of information submitted and acknowledges that Franklin County will rely on the Offeror's information in making its selection and contracting with the successful organization.

Section 2 Bid Requirements

Section 2.01 Bid Opening

Bids are due on October 9, 2009 at 2:00 pm. All sealed bids received after this time and date, for any reason will be rejected. The opening of the sealed bids will take place at the Franklin County Purchasing Office, 373 S. High Street, 25th Floor Columbus, Ohio 43215-4598. The Bid opening will be public.

Section 2.02 Bid Bond Requirement

An original bid bond in the amount of \$500.00 must be included with each bid or be considered non-responsive and the bid will not receive further consideration. Notice of a claim of right to withdraw such bid must be made in writing filed with the contracting authority within two business days after the conclusion of the bid opening procedure (O.R.C. §9.31).

The bond is to be in the form of:

- A Surety Bond.
- A Certified Check, Official Check or Cashier's Check from a solvent bank or savings and loan association.
- A Money Order from a solvent bank, savings and loan or the United States Post Office. Money Orders from other sources are not acceptable.

Any other form of bond, including Company or Personal checks shall be rejected and the bid will not receive further consideration.

All bid bonds, using one of the accepted forms above, must be made payable to the **Franklin County Board of Commissioners or identify the board as the payee or obligee**. Failure to make the bond payable to the Franklin County Board of Commissioners or identify the board as the payee or obligee will cause the bond to be rejected and the bid will not receive further consideration.

Failure to provide the bond in the proper form and identifying the proper obligee will automatically determine your bid to be non-responsive and your bid will not receive further consideration.

Bonds will be returned to all successful and unsuccessful vendors within 30-days of contract award.

Section 2.03 Samples

If a vendor offers an alternate solution that a sample must be provided at the time of the bid submittal at the offeror's expense. Failure to provide the required sample will deem the bid to be non-responsive and it will not receive further consideration. The only exception to this is if a vendor offers the stipulated product and an alternate product but does not provide a sample then the county would not consider the alternate and only evaluate the bid based on the stipulated product.

Samples must clearly identify the offeror, the bid number, and the item the sample represents in the bid. County will return samples at the Offeror's expense, upon the offeror's timely request. County may keep the samples of the offeror awarded the contract until the completion of the contract. Unsolicited samples in response to the Invitation to Bid will not be evaluated and County may dispose of them in a manner it so chooses.

Section 2.04 Pre-Bid Conference

Not applicable to this bid.

Section 2.05 Bid Preparation Costs

The County will not be liable for any costs incurred by a contractor prior-to the award of any contract resulting from the Bid. Total liability of the County is limited to terms and conditions of a resulting Contract.

Section 2.06 Bid Instructions

- 1) Franklin County requires clear and concise bids. Offerors should take care to completely answer questions and meet the ITB's requirements.
- 2) Each contractor must also submit three (3) original signed hard copies of their bid in a sealed envelope or similar containers with the bid number clearly marked on the exterior by no-later-than 2:00 p.m. the day the bids are scheduled for opening. Contractors will not staple, bind or place document hardcopies in 3-ring binders or GBC type binders. Documents may be secured by using paper clips, binder clips or rubber banded to keep them orderly. This includes any amendments or addendums applicable to the bid. All hardcopy documents will be on 8.5-inch x 11-inch paper, brochures should be copied to the same format.
- 3) Each bid must be submitted in a sealed envelope or similar containers with the bid number clearly marked on the exterior. If an offeror uses an express mail or courier service, the bid number must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. A bid that is not properly and clearly marked and is inadvertently opened before the scheduled bid opening time may be disqualified without additional consideration.

Faxed submissions are not acceptable.

Section 2.07 When Bids May Be Delivered

The Purchasing Department ("Purchasing") must receive bids prior to and no-later-than 2:00 p.m. the day the bids are scheduled for opening. Sealed bids received after the specified date and time will be considered late and will not be opened. Sealed bids received through the mail after the specified bid opening date and time will be returned to the Offeror unopened. Purchasing does not accept bids with postage due or collect postage-on delivery charges.

Purchasing receives bids during the hours of 8:00 a.m. through 4:30 p.m. Monday through Friday, except state observed holidays. The time clock in the Franklin County Purchasing Department will serve as the official record of the time and date that sealed bids are received and will be the sole factor in determining if bids are received in time to be considered.

Section 2.08 Where Bids Must Be Delivered

Bids must be delivered to the following address:

Franklin County
Purchasing Department – 25th Floor
Attn: ITB # 2009-04-57
373 South High Street
Columbus, Ohio 43215-6315

Section 2.09 Clarifications, Amendments, and Addendums

- 1) If an offeror discovers any inconsistencies, errors, or omissions in the Invitation to Bid, the offeror should request clarification from the Franklin County Purchasing Department. Such requests will be made only in writing. No other form for submitting clarifications is acceptable. Clarifications must be submitted 5 days prior to the bid opening.
- 2) Clarifications will be made no later than five (5) business days before the date of bid opening, unless otherwise noted. Requests for clarifications received after the above timeframe will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specification which could affect all bids.
- 3) During the bid process, Offerors may be furnished certain amendments / addendums covering additions and / or deletions to the ITB documents. Amendments / addendums will be included in the Bid documents and will become a

part of Contract. Amendments / addendums may be issued at anytime preceding the Bid opening date. Franklin County reserves the right to postpone the Bid opening for its convenience. Any information given a prospective Offeror concerning the Bid will be furnished promptly to all other prospective Offerors as an amendment / addendum or clarification. All amendments and addendums will be posted to the Franklin County Purchasing Web Site under this bid. Those interested in submitting a response to this bid shall monitor that web site for any amendments and addendums to assure complete compliance with specifications, terms and conditions.

4) When it is necessary to modify a Invitation to Bid, Purchasing does so by written amendment or addendum only. All amendments / addendums will be posted to the Purchasing Department's website at: www.franklincountyohio.gov/bidops/. Oral instructions, given before the opening of a bid or the award of a contract, will not be binding.

Section 2.10 Corrections before Bid Opening

Prior-to the bid opening, if an offeror withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initiated by the Offeror. The omission of an offeror's signature or initials to a modification may result in a bid being determined to be not responsive. Any corrections must be completed off the premises.

It is the responsibility of the offeror to resubmit a corrected bid within the time constraints of the established bid opening time and date. Failure to resubmit a corrected bid within the established time and date shall be considered late and will not be accepted. Corrected bids received through the mail after the specified bid opening date and time will be returned to the Offeror unopened.

Section 2.11 Corrections after Bid Opening

1) After the bid opening, Offeror's may only withdraw their bids as provided in Ohio Revised Code §9.31. Withdrawal of a bid after a bid opening exposes an offeror to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest Offeror. Notice of a claim of right to withdraw a bid submitted in error, after the bid opening, must be made in writing and filed with Franklin County Purchasing Department within two (2) business days after the conclusion of the bid opening procedure.

2) When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will automatically be disqualified. Notice of a claim of right to withdraw such bid must be made in writing filed with the contracting authority within two (2) business days after the conclusion of the bid opening procedure (O.R.C. §9.31).

Section 2.11 Bids are Firm for 90-Days

Unless stated otherwise, once opened all bids are irrevocable for ninety (90) days. Beyond ninety (90) days, Offeror will have the option to honor their Bid or make a written request to withdraw their bid from consideration.

Section 2.12 Bid Rejections

Ohio Revised Code §307.90 and §307.91 permits Franklin County to reject all bids and advertise for new bids on the required items, products, or services. Franklin County may reject any bid, in whole or in part, if any of the following circumstances are true:

- 1) Bids offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the Invitation to Bid.
- 2) Franklin County determines that awarding any item is not in the best interest of the County.
- 3) Franklin County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful contractor against Franklin County.

Section 2.13 Lowest and Best Offeror

An Offeror is lowest and best if its bid offers the best-cost and supply or service in comparison to all other Offerors as set forth in the evaluation paragraph in the bid. Franklin County reserves the right to award the contract to the offeror that may have a higher price and by evaluation best meets the county's requirements.

Section 2.14 Evaluation Process

The evaluation process will consist of the following phases:

- 1) Initial review of bids
- 2) Evaluation of Bids, Offeror qualifications, past experience and Price

During the evaluation process, Franklin County may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its bid if Franklin County believes doing so does not result in an unfair advantage for the Offeror and it is in Franklin County's interests to do so.

Phase 1 - Initial Review of Bid

Franklin County will review all bids for their format and completeness.

Phase 2 - Evaluation of Bid Documents

Franklin County will evaluate each bid and the requirements according to the criteria contained in this part of the ITB. At any time during this phase, Franklin County may ask an Offeror to clarify any portions of its bid.

Bid Evaluation Criteria

Franklin County will rate the Bids submitted in response to this ITB based on specific criteria.

Franklin County's determination of "lowest and best" offeror includes, but is not limited to the following factors (not ranked in any relative order of importance):

- 1) Price of good or services
- 2) Capability of the Offeror to perform specifications
- 3) Quality of product/services in relation to specifications
- 4) The experience / references of the Offeror
- 5) The Offeror's conduct and performance on previous contracts
- 6) Warranty Information
- 7) Product Stewardship Information

Your standard Administrative contract will not be accepted as deviation from specifications and will not be considered during evaluation or negotiations.

This is intended to be an all or none bid; however, if it is in the best interest of Franklin County, the County reserves the right to, award to multiple vendors, to reject all bids and re-bid, or not to make any award on an "ALL or NONE" basis. Bids are typically evaluated within 60-days.

Section 2.15 Communication during Evaluation

- 1) During the evaluation process, unless requested by County as part of the evaluation process, any attempt on the part of the offeror, the offertory's agent(s), or any party representing the offeror, to submit correspondence that is determined by County to be an attempt to compromise the impartiality of the evaluation or any party on the part of the offeror, the offertory's agent(s), or any party representing the offeror to communicate with any member of the County regarding the evaluation process may be ground for immediate disqualification of the offeror. A determination to cease the evaluation or reverse an award determination will be at the sole discretion of the County.
- 2) County may request additional information to evaluate an offertory's responsiveness to the Invitation to Bid or to evaluate an offertory's responsibility. If an offeror does not provide the requested information, it may adversely impact County's evaluation of the offertory's responsiveness or responsibility.

Section 2.16 References

An offeror must include with their Bid, at least three (3) references, and include company names, addresses, telephone number(s), and names of person(s) to contact. Complete Appendix B with references that can accurately reflect your business relationship with them. References should be of similar scope and size to Franklin County and the using the goods or services requested by Franklin County in a similar manner.

Section 3 Pricing and Estimates

Section 3.01 Pricing

A pricing sheet has been provided in Appendix E. Please complete the sheet as requested in the instructions for that section.

Contract Terms and Conditions

Section 4 Miscellaneous Terms

Section 4.01 Standard of Care.

Offeror will discharge its obligations under the Services Agreement with that level of reasonable care which a similarly situated business would exercise under similar circumstances.

Section 4.02 Indemnification

The contractor shall assume the defense of, indemnify, and save harmless Franklin County and all Franklin County Agencies, including public officials, and employees acting in the course of their employment, but not as Members from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Contractor's performance of the work required under this Contract and including Contractor's employees and agents.

Section 4.03 Offeror's Warranty against an Unresolved Finding for Recovery

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any offeror against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior-to the award of any contract arising out of the ITB, without notifying the County of such finding.

Section 4.04 Performance Bond Requirements

Not applicable to this bid.

Section 4.05 Ethics

All Offerors and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Offeror or employee who violates any of these laws will be subject to penalties set forth by law.

Section 4.06 Public Record and Treatment of Confidential and Proprietary Information

- 1) Bids shall be opened so as to avoid disclosure of contents to competing Offerors. In order to ensure fair and impartial evaluation, bids and related documents submitted in response to a Invitation to Bids are not available for public inspection and copying under section 149.43 of the Revised Code until after the award of the contract. The confidential information will be included in the final Contract but it will also not be subject to public release.
- 2) All materials in the bid will become the property of Franklin County and may be returned only at the County's discretion. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in O.R.C. §149.43.

Section 4.07 Subcontracting

Offeror confirms that it will be the primary contractor who will be performing the work under the Contract. Offeror may use subcontractors for portions of the work under the Contract, but Offeror will remain the primary contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the Effective Date, Offeror provided Franklin County with a list of subcontractors it currently uses.

Offeror shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

Section 4.08 Consent to Assign

Contractor will not assign any of its rights under this Contract unless County consents to the assignment, in writing. Any purported assignment made without County's written consent is void and may be subject to termination of the contract. County may assert against an assignee any claim or defense County may have against the assignor.

Section 4.09 Record Keeping

The contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP).

During the period covered by the contract and is required to provide the Franklin County Purchasing Department, Board of Commissioners, or their designated representative, authorized representatives (for the contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal Audit and are not subject to the work access requirements set forth in this paragraph.

Section 4.10 Insurance Requirements

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.

Throughout the contract period, the contractor must maintain a comprehensive insurance program affording as a minimum the items indicated below: A Certificate of Insurance reflecting the required coverage and amount must be submitted with Offeror's response. The Franklin County Board of Commissioners must be identified as *additional insured, project name, and the bid number* must be included on the Certificate of Insurance. If there is any change in the Contractor's insurance carrier or liability amounts, a new certificate must be provided to the Franklin County Purchasing within seven (7) calendar days of change.

Comprehensive General Liability: up to \$1,000,000 single limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Vendor under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Franklin County Board of Commissioners, its officers, employees or agents.

Automobile Liability Insurance: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence arising out of ownership, maintenance or use of any automobile.

Excess Annual Aggregate Limit: \$1,000,000 dollars

During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Offeror, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

Section 5 Time of Performance

Section 5.01 Time of Contract

The exact Contract commencement date and expiration date shall be set forth in the negotiated contract. The contract is effective on the later of the Effective date or the date upon the signatures of the Franklin County Board of Commissioners. The Contract beginning date is subject to the approval of the Commissioners. This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

Section 5.02 Contract Extension and Price Increase

The vendor, unless otherwise stated, must request any price or unit cost increases 45-days before the extension date of the contract. Pricing under any contract extension will be firm and fixed for the extension period. All price increase requests must have verifiable justification.

Franklin County may request, based on economic conditions, a price decrease with verifiable justification prior to granting any contract extension.

Any justified price increases or decreases for the extension periods must be approved by the contracted agency(s) and by the Board of Franklin County Commissioners.

Section 5.03 Contract Extension at the End of Any Contract Period

The contract shall be automatically extended for 90 days, at the option of the County, to allow for the award of a new proposal or completion of the contract extension.

Section 6 Delivery

Section 6.01 F.O.B. - Destination

Offeror must provide supplies or services under this Contract F.O.B. - Destination. The place of delivery will be specified by the participating agency on the agency's purchase order or other ordering document. Freight will be prepaid and will be documented on the delivery invoice. See Appendix E for additional information.

Section 6.02 Time of Delivery

If Offeror is not able to deliver the supplies or services on the date and time specified by the participating agency on the agency's order document, Offeror must coordinate an acceptable date and time for delivery to the agency. If Offeror is not able to or does not provide the supplies or services to a participating agency by the date and time provided / requested or by the date and time later agreed upon, the County may obtain any remedy authorized under this agreement or by law.

Section 6.03 Minimum Orders

There are no minimum order limits authorized, unless stated otherwise. The Offeror will utilize the most economical and expeditious method for proper delivery of items. If authorized by the Contract a delivery fee may be applied for expedited delivery (e.g. over-night, air, etc). All fees will be noted in the Contract at the time of submittal.

Section 6.04 Estimated Usage

Unless otherwise stated, the usage indicated for each item(s) are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the contract. Franklin County makes no representation or guarantee as to the actual amount of products or services to be purchased by the participating agencies.

All quantities shown are estimated quantities and are to be used for planning purposes only.

Section 7 Invoicing, Payment and Taxes

Section 7.01 Standard Invoice and Payment

The Offeror shall submit a proper invoice to the ordering agency upon shipment of the supplies or performance of service as described on the purchase order to receive consideration for payment. A "proper invoice" is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Offeror noting the areas of discrepancy.

Invoice shall include, at a minimum:

- 1) Agency account code
- 2) Name and address of the offeror
- 3) Billing period
- 4) Location
- 5) Unit cost (must match contract pricing)
- 6) Calculated extended cost
- 7) Shipping/billing address
- 8) Customer service telephone number

Section 7.02 Payment Due Date

Franklin County normally makes payments within 45-days from the day the invoice is received and / or acceptance of supplies or services. Agencies only process an invoice for payment after delivery and acceptance of the ordered supplies or services have been completed or transpired. Franklin County will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any entity authorized to utilize this Contract, outside the responsibility of Franklin County, is responsible for all orders, invoices, payment, and / or tracking.

Section 7.03 Taxes

Franklin County and the agencies therein responsible for are exempt from all federal, state, and local taxes. Participating Franklin County agencies will not pay any taxes on supplies or services purchased from a Contractor, unless the Special Contract terms and conditions state otherwise. A tax-exempt certificate will be provided on request by the Offeror receiving the award.

Section 8 Contract Administration and Reports

Section 8.01 Contract Administration

The using members of this contract and the Franklin County Purchasing Department will be responsible for the administration of the Contract and will monitor the Offeror's performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the Purchasing Department for immediate remedy. The Offeror will be notified by Purchasing, failure for the Offeror to rectify the infraction(s) may result in Offeror being deemed in default, whereas, County may apply the termination clauses of this Contract.

Section 8.02 Usage Reports

The management of the Franklin County or using co-op members may request various reports regarding performance of this contract. The offer will respond to such requests in a timely manner. All reports will be provided a no cost to the County.

Section 8.03 Quality Assurance

The Offeror is responsible for the quality of the goods sold to Franklin County. Any defective goods discovered during the delivery and/or installation will be replaced at no cost to the County. Any goods that do not meet or do not perform to the guarantee of the manufacturer's warranty will be replaced by the Offeror immediately at no cost to the County. It is the responsibility of the Offeror to return any defective goods to the Manufacturer.

If authorized by the County, the Offeror is responsible for installation of all goods and for the removal of all packaging material. If during installation the Offeror or their subcontractor damages any goods then the Offeror will replace those damaged items at no cost to the County.

Section 8.04 Warranties

Unless otherwise stated, all supplies shall be new and unused and only when authorized recycled or refurbished products. All products shall carry manufacturer warranties. The Contract warrants all supplies to be free from defects in labor, material and manufacturing and to be in compliance with the Contract specifications. County reserves the right to request all warranty documentation. The Offeror shall provide warranty information requests within seven (7) calendar days. Failure to provide requested reports within seven (7) calendar days, after notification, may be deemed as default.

Section 8.05 Returned Goods Policy

The County will apply the following Return Goods Policy on all purchasing made under the Contract. The Offeror acknowledges to have read, understood and agreed to this Policy:

1) When due to Offeror error (i.e. over shipment, defective merchandise, unapproved substitutions, etc.) return goods shall be returned to the Offeror, at the Offeror's expense. The Offeror shall make arrangements to remove the return goods from ordering agency premises within seven (7) calendar days after notification.

The Offeror shall not apply any restocking or other charges to the agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Offeror to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.

2) For orders of custom manufactured items, the Offeror will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior-to the Offeror continuing the production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of custom manufactured items. Acceptance of return of custom manufactured items will be at the option of the Offeror. If the Offeror agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment, and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Offeror. The Offeror may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Offeror. Failure of the Offeror to provide a production sample(s) and obtain written approval from the ordering agency will result in the Offeror bearing all responsibility and costs associated with the return of goods.

3) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Offeror if notice is given by the agency within two (2) calendar months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment and the subsequent return of the items to the location designated by the Offeror. The Offeror may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Offeror. Return of regular stock catalog merchandise, when delivery and acceptance exceed two (2) months will be at the option of the Offeror.

4) Product Recall: In the event product delivered has been recalled, seized, or embargoed and / or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Offeror shall be responsible to notify the buying agency within two (2) business days. Offeror shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Offeror shall be responsible for removal and / or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, offeror may be required to reimburse storage and / or handling fees to be calculated from time of delivery and acceptance to actual removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product may deem the Contract in default.

Section 9 Contract Cancellation; Termination; Remedies

Section 9.01 Contract Cancellation

If the Contractor fails to perform any one of its obligation under this Contract, it will be in default and County may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by County.

1) 30-Day Notice Termination:

Franklin County reserves the right to terminate the resulting contract immediately by giving the vendor 30-days written notification. If this Contract is terminated for convenience, Franklin County shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.

2) Non-Appropriation of Funds:

This Contract is contingent upon Franklin County budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County. Franklin County will provide the Contractor with written notification within 10 business days after being notified that the funding of the Material Testing and Inspection Services is no longer approved.

3) Cancellation for Failure to Retain Certification:

Pursuant to the requirements as stated in the Contract, all certifications and / or registrations must be maintained for the life of the Contract. Failures to renew and certification(s) or the de-certification by certifying entity, may result in the immediate termination of the Contract.

4) Cancellation for Financial Instability:

Franklin County may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

Section 8.02 Termination for Default:

Franklin County may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- a) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- b) Make progress, so as to endanger performance of this contract.

1) Franklin County **may exercise** its right to terminate this contract under this Section of the contract if after receipt of the notice from Franklin County specifying the failure the Contractor ***does not offer a plan to cure*** such failure within 10-days (or more if authorized in writing by Franklin County). This paragraph only requires that the Contractor present their plan and timeline in which they intend to cure the failure.

- 2) If Franklin County terminates this contract in whole or in part, for default under this Section 8.02 it may acquire, under the terms and in the manner, the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of Administrative Service fees that have been paid to the Contractor as of the termination date of the contract. However, the contractor shall continue the work not terminated.
- 3) Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- 4) If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- 5) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Franklin County.

Section 9.03 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or negligence. The County may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. The County may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor. The maximum amount of liability to the Contractor shall not exceed the total amount of payments that have been paid to the Contractor as of the termination date of the contract.

Section 10 Certifications and Affidavits

Section 10.01 Suspension and Debarments

The County will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <https://epls.arnet.gov/>.

Section 10.02 Legal Compliance

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this bid including applicable state and federal laws regarding drug-free work places. The Contractor will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the work specified in this bid.

Section 10.03 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the bid specifications, the awarded Offeror will be required to provide said certificate within seven (7) calendar days after notification to award to: Franklin County, Purchasing Department, 25th Floor, 373 S. High St., Columbus, OH 43215-4599. Failure to provide certificate within the stated time period may deem the Offeror as non-responsive and dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 10.04 Non-Collusion Certification

By the signature affixed on Appendix A Exhibit 1 (*Non-Collusion Affidavit*) of the Bid, the Offeror certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that Offeror has not colluded, conspired or agreed, directly or indirectly, with any Offeror or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bids price of its bid or

any other Offeror, or that of any other Offeror, or to secure any advantage against any Offeror or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the Offeror has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

Section 10.05 Non-Discrimination / Equal Opportunity Provisions

By the signature affixed on Appendix A Exhibit 2 (*Non-Discrimination / Equal Opportunity Affidavit*), the Offeror certifies that he/she complies with all applicable laws regarding Non-Discrimination / Equal Opportunity. All contractors must be willing to enter a contract containing the express language contained in §125.111 of the Ohio Revised Code, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by §153.59 of the Ohio Revised Code, in the case of construction contracts by which the contractor agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no contractor or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights commission and the Minority Business Development Office established under §122.92 of the Ohio Revised Code.

Section 10.06 Delinquent Personal Property Taxes

By the signature affixed on Appendix A Exhibit 3 (*Delinquent Personal Property Taxes*) of the Bid, the Offeror certifies that they are not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

Section 10.07 Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in an Offeror receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list. *Prior to award* of the contract, the successful Offeror shall complete the DMA Form (attached Appendix A-4). Affixing a signature on Appendix A Exhibit 4 (Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization) of the Bid, the Offeror certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer “yes” to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (attached with the DMA form).

Section 11 Special Considerations

Section 11.01 Green Initiatives

By adoption of Resolution 683-06, the Franklin County Board of Commissioners established the county’s commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices concerning vehicle performance and use of alternative fuels.

It is Franklin County’s intention to purchase goods that are manufactured using the least amount of new materials, the least amount of energy for their production and which make the least contribution to environmental pollution. In addition, it is Franklin County’s intent to do business with providers of goods and service who promote sustainable environmental policies within their own businesses and while doing business with Franklin County.

In order to meet the intent of the Board of Commissioners' environmental and sustainability policy, vendors shall provide information in their bids, bids or offers concerning the manufacturing processes used to produce their offered product; the percentage amount of recycled material contained in the product; the percentage amount of the item that can be recycled; and, whether the product meets EPA standards or has received certification/approval from an independent third party organization such as "Green Seal", "Indoor Advantage", "Eco Logo" or "Energy Star".

To enable the Board to make selections consistent with this policy, vendors may submit a bid, bid or offer proposing alternative products to the goods that were bid or specified.

Section 11.02 Joint Purchasing Program Contract Opportunities

1. Franklin County, in accordance with ORC section 9.48, will permit authorized counties or townships to participate in contracts that Franklin County has entered into for the purchase of certain supplies, services, materials, and equipment. It is the responsibility of participating political subdivisions to ensure that they meet the requirements of ORC section 9.48 prior to ordering any supplies or services.
2. Upon contract award, authorized counties, townships, and other political subdivisions are approved to order directly with the supplier. All invoices shall be sent directly to the ordering political subdivision's address. Under no circumstances is Franklin County obligated for any financial commitments for any supplies or services purchased under this contract.
3. Under no circumstances is any municipality, county, or authorized political subdivision authorized to modify the pricing, terms and conditions, or specifications of this contract. Vendors who allow for the above modifications could be subject to Franklin County invoking its rights under Article J, Section 10.02, Termination for Default, subparagraph 1c.
4. Please see Appendix F for information regarding Section 11.02.

Appendix F
SPECIFICATIONS AND SCOPE OF WORK

The Franklin County Purchasing Department is accepting bids for Gasoline (87 and 89 Octane), Ultra Low Sulfur Diesel Fuel and Bio-Diesel from qualified vendors with the capability to provide those fuels to Franklin County and members of the Central Ohio Organization of Public Purchasers. The bid is for a two year contract with the option to extend for one additional two year period.

Participating Agencies

The main participating Franklin County Agencies will be Franklin County Fleet Management, The Franklin County Developmentally Disabled agency, The Franklin County Engineer and the Solid Waste Management Authority (SWACO). Members of the Central Ohio Organization of Public Purchasers can use this contract under the same pricing terms and conditions offered to Franklin County. Among active users are the City of Worthington and the City of Upper Arlington, although any member may participate including but not limited to the City of Columbus, City of Bexley and the City of Whitehall.

All other Franklin County Agencies that are not listed and all other members of the Central Ohio Organization of Public Purchasers that are not listed may purchase fuel against this contract at the bid variances (Margins).

Co-Op members are not obligated to purchase from this agreement.

Invoicing and Liability

The contractor must sell and invoice directly to the party placing the order for the fuel. Franklin County will not be liable for shipments of fuel or payment of invoices for fuel ordered by anyone except recognized Franklin County Agencies.

The invoice price shall be based on the “average rack price” of the item purchased on the date of the order as listed in the publication entitled “Oil Price Information Service” published by United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, Maryland 20852-3030, Heading entitled “PAD 2 Gasoline and Resellers Prices”, sub-heading “Columbus, Ohio“, plus the bid variance (Margin) and State of Ohio Excise Tax. OPIS prices for the week are effective every Monday morning at 12:01 AM through the following Sunday evening at 12:00 Midnight. This procedure shall be used for all purchases against the contract.

Please note that Franklin County Agency’s and participating members of the Central Ohio Organization of Public Purchasers are State of Ohio political sub-divisions. All participants are exempt from Federal, State, and Local taxes. All shipments must be F.O.B delivered to the destination, freight charges to be included in the bid variance (Margin), and paid for by the contractor. The contractor cannot list a freight charge on the invoice. The bid variance (Margin) shall include all freight charges and the seller’s overhead, costs, and profit. No additional charges may appear on the invoice including federally imposed road taxes or fuel surcharges.

FUEL PROPERTY AND MATERIAL SAFETY DATA SHEETS

A bidder must submit with their bid a Fuel Properties Sheet (specification) and a Material Safety Data Sheet for each item bid. If this information is not provided, the bid may be disqualified.

Pricing

The portion of the delivered price being bid is the Bid Variance (Margin) for each of the grades and delivery methods requested. The pricing is for a firm fixed Bid Variance (Margin) for the contract period.

The delivered price of the fuel will consist of the following components: The invoice price shall be based on the "average rack price" of the item purchased on the date of order as listed in the publication entitled "Oil Price Information Service" published by United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, Maryland 20852-3030, Heading entitled "PAD 2 Gasoline and Resellers Prices", sub-heading "Columbus, Ohio", plus the bid variance (Margin) and State of Ohio Excise Tax. OPIS prices for the week are effective every Monday morning at 12:01 AM through the following Sunday evening at 12:00 Midnight. This procedure shall be used for all purchases against the contract.

The awarded Contractor will invoice the appropriate Franklin County agency or the other participating Central Ohio Organization of Public Purchasers (CO-OPP) member agencies purchasing off this contract for the OPIS daily price; plus the State of Ohio Excise Tax and the Bid Variance (Margin) that the contractor submitted for each of the grades and delivery methods in response to this ITB. Pricing will be based on the day of delivery. This information will be detailed on the invoice submitted to the Franklin County Agencies or the CO-OPP participating agencies purchasing off this contract.

Reports

The successful contractor will provide Franklin County and participating using agencies with quarterly reports listing at a minimum:

- 1) Fuel Type
- 2) Delivery Location
- 3) Date of Delivery
- 4) Whether the delivery was a tankwagon or transport quantity
- 5) Quantity Delivered
- 6) OPIS Index used to determine the basis of pricing and the Index value
- 7) The variance applied and added to the OPIS price.
- 8) Taxes that Franklin County and other using entities are not exempt.

Other reports of a similar nature may be requested. All reports will be provided at no cost.

Delivery

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

Contractor will establish with each ordering agency their normal delivery hours. Any "after hours" deliveries must be approved in advance by the ordering agency.

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.

Transport Prices: Must apply to orders placed, whether one or a combination of more than one type of fuel is equal to 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.

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.

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

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 agreed to in your price submission.
 - 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.
 - e. The Offeror must submit with its Proposal 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 Franklin County 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 as agency request. Franklin County 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 bids will not be accepted.

g. The biodiesel refiner must be a BO-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. 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.

Bid Award

Franklin County will consider a split bid since potential bidders may not be able to supply all of the main items listed in the specifications although the County would prefer to award to one bidder.

Questions

Franklin County has made every effort to put together a bid reflecting the appropriate specifications and pricing index. Questions however may be submitted up to five business days prior to the bid opening. We cannot modify the terms and conditions of the bid contract documents.

Other Joint Purchasing Program Contract Opportunities

Franklin County's Terms and Conditions in Section 11.02 covers the Joint Purchasing Program Contract Opportunities allowable under ORC Section 9.48. This section provides that Franklin County can allow this contract to be extended to other approved Ohio government entities and political subdivisions beyond the Central Ohio Public Purchasers program noted above.

This statewide portion of the joint purchasing contract is simply to provide a competitive contract for other public purchasers and political subdivision if they so choose that may offer economic, competitive or administrative advantages.

Bidders are encouraged to provide competitive pricing from each district; however it is not mandatory and is not part of the evaluation process.

This section of the contract will use the Ohio Department of Transportation's 12 districts as pricing points. (See map on subsequent pages.) Please note that pricing will only be evaluated for the margin being charged to Franklin County and the members of the Central Ohio Organization of Public Purchasers. This opportunity does not imply any specific additional volumes to the awarded contractor(s).

Please note that Franklin County and members of Central Ohio Public Purchasers program pricing will be separate from the District 6 pricing.

Please note that Franklin County does not charge an administration fee to the contractor or Co-op users when supplying or using this contract.

Current Usages:

USER	PRODUCT	YEARLY GALS
Franklin County Fleet Management Garage West	Gasoline	145,380
Franklin County Fleet Management Garage Main	Gasoline	234,504
Franklin County Engineer-West Outpost	Gasoline	27,444
Franklin County Engineer-Groveport Outpost	Gasoline	29,238
Franklin County Engineers Gahanna Outpost	Gasoline	47,988
Franklin County Engineers Main	Gasoline	85,560
City of Upper Arlington	Gasoline	38,112
Solid Waste Authority SWACO Main	Gasoline	8,532
Solid Waste Authority Jackson Pike Transfer Station	Gasoline	9,648
Solid Waste Authority	Gasoline	6,432
City of Worthington	Gasoline	51,000
City of Worthington	#2 Diesel Fuel	26,500
SWACO Georgesville Transfer Station	#2 Diesel Fuel	38,016
SWACO Jackson Pike Transfer Station	#2 Diesel Fuel	118,860
SWACO Morse Road	#2 Diesel Fuel	91,140
SWACO Sanitary Landfill	#2 Diesel Dyed	236,220
SWACO Sanitary Landfill	#1 Diesel Dyed	13,440
SWACO	#2 Diesel	25,332
City of Upper Arlington	#2 Diesel	38,124
Franklin County Engineers Main	#2 Diesel	73,092
Franklin County Engineers Gahanna	#2 Diesel	57,216
Franklin County Engineers Groveport	#2 Diesel	53,244
Franklin County Engineer West Outpost	#2 Diesel	64,608
Franklin County Fleet Mgt	#2 Diesel Dyed	3,048
Franklin County Public Facilities Mgt	#2 Diesel Dyed	3,156

Specifications for materials

GASOLINE REQUIREMENTS:

A. Gasoline specifications: These specifications must cover the requirements for gasoline used in internal combustion engines of government vehicles and must be of two types:

1. Gasoline - a volatile mixture of liquid hydrocarbons generally containing small amounts of additives, suitable for use as a fuel in spark-ignition combustion engines.

2. Gasoline/oxygenate blend - a blend consisting primarily of gasoline and a substantial amount of oxygenate (an oxygen-containing organic compound used as a fuel supplement). For purposes of this bid, the blend must contain not less than 8% or more than 10% oxygenate and must be Ethanol.

3. The specifications require a summer quality, an intermediate quality, and a winter quality of gasoline. Contractors will be required to furnish the proper qualities for these seasons.

B. The gasoline must conform to the requirements of ASTM D439 as specified in the Table for 87 Octane.

Fuel Properties
(Midwest Region – Franklin County)
87 Octane Index (R+M)/2 Unleaded Regular Gasoline
 Must meet or exceed ASTM D-4814 (Previously D-439) and all Federal Regulations.

Test		Winter	Summer	Spring/Fall
Method				
RVP, psi, max.	D-5191	13.5 – 16.5	7.8 – 9.0	9.0 – 13.5
Distillation, Degrees F	D-86			
10% evaporation, max. “		122	158	131/140
50% evaporation	“	170 – 230	170 – 250	170 - 240
90% evaporation	“	365	374	365
EBP, max.	“	437	437	437
Octane Number		All Year		
Motor, minimum	D-2700		82.0	
(R+M)/2 minimum			87.0	
Benzene, vol.%, max	D-3606		4.9	
Lead, g/gal., max	D-3237		0.01	
Phosphorus, g/gal., max.	D-3231		0.004	
Gum, mg/gal., max.	D-381		4.0	
Corrosion, 3 hrs. @ 122 Deg.F	D-130		1	
Sulfur, ppm	D-2622		1000	
Mercaptan, sulfur, wt.%, MAX.	D-3227		0.002	
Color	Visual		undyed, straw-colored	
Oxidation stability, minutes, min.	D-525		360	

**89 Octane Unleaded Premium Gasoline
(Midwest Region – Franklin County)**

	<u>TEST METHOD</u>	<u>WINTER</u>	<u>SUMMER</u>	<u>SPRING/FALL</u>
RVP, psi, max.	D-5191	13.5 – 16.5	7.8 – 9.0	9.0 – 13.5
Distillation, Degrees F	D-86			
10% evap. max.		122	158	131/141
50% evap.		170 – 230	170 – 250	170 – 240
90% evap., max.		365	374	365
EBP, max.		437	437	437
Octane Number			ALL YEAR	
Motor, minimum	D-2700		83.0	
(R+M)/2, minimum			89.0	
Benzene, vol%, max.	D-3606		4.9	
Lead, g/gal., max.	D-3237		0.01	
Phosphorus	D-3231		0.004	
Gum, mg/gal., max.	D-381		4.0	
Corrosion, 3 hrs. @ 122 Degrees F, Max.	D-130		1	
Sulfur, ppm	D-262		1,000	
Mercaptan Sulfur, wt.%, max.	D-3227		0.002	
Color	Visual		undyed, straw-colored	
Oxidation Stability, minutes, min.	D-525		360	

ULTRA LOW SULFUR DIESEL FUEL, ASTM – 975			
Properties	ASTM – Method	Unit	Limit
Gravity ° API	D-287	%	0.005-0.010
Color	D-1500	Number	3.0 Max
Haze Rating	D-4176	Rating	2 Max
Carbon Residue (Ramsbottom) (See Note 3)	D-524 or D-189	Wt. %	0.35 Max
Flash Point	D-93	Deg. F	100 Min (1)
90%	D-86	Deg. F	540 Min
	D-86	Deg F	640 Max
Gravity (See Note 3)	D-287 or D-4502	API	30 Min
Pour Pont	D-97	Deg F	Seasonal
Could Point	D-2500	Deg F	Seasonal
Viscosity @ 104 Deg. F	D-445	CSt	1.9 Min. / 4.1 Max.
Lubricity, SLBOCLE	D-6078	Grams	3100 Min
Lubricity, HFRR	D-6079	mm	0.45
Cetane Index or Number (See Note 3)	D-976 or D-613	Number	45 Min
Corrosion Cu Strip, 3 hr @ 50 deg C (See Note 2)	D-130	Number	3 Max
Aromatics	D-1319	Vol. %	30 Max
Total Sulfur (See Note 3)	D-2622 or D-4294	PPM	15 Max
Water Sediment	D-1796	Vol. %	0.05 Max
Ash	D-482	Wt. %	0.01 Max

- 1.) Minimum release specification is 100 deg. F.
- 2.) Test results reported as a number and letter (e.g. 1a). Any letter is allowable as long as the number meets the spec shown.
- 3.) Either specification must be met.
- 4.) Either cetane index minimum or aromatics maximum must be met.

Fuel Properties
(Midwest Region – Franklin County)

ON RD Diesel Supreme

On Rd Diesel Supreme is the exact same specifications as Ultra Low Sulfur #2 Diesel Fuel, except with winter additives.

On Rd Diesel Fuel is a standard product blended at the factory and is not a special.

The rest of this page intentionally blank.

Bio-Diesel

A. B20 BIODIESEL FUEL - CLASSIFICATION.

1. Biodiesel is the mono-alkyl esters of long chain fatty acids derived from *vegetable* oils or animal fats, for use in compression ignition (diesel) engines.
2. Biodiesel fuel is made from renewable fats and oils, such as vegetable oils or animal fats through a refining process.
3. A biodiesel blend is pure biodiesel blended with a petrodiesel. This specification and RFP requires a B20 blend that is 20% biodiesel and 80% petrodiesel.
4. This biodiesel fuel is to be manufactured from mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats (feedstock neutral).
5. The use of mono-alkyl esters of long chain fatty acids *derived* from vegetable oils or animal fats (feedstock neutral) *derived* 20% biodiesel will provide the following benefits to the state of Ohio:
 - a. Whichever feedstock is used, it must meet the -20 degrees Fahrenheit (F) temperature requirement for October through March deliveries, where -20 degrees F indicates 20 degrees below zero degrees F.
 - b. Will run in conventional, unmodified diesel engines.
 - c. Will extend the life of diesel engines because it is more lubricating than petroleum diesel fuel.
 - d. Is a low cost alternative fuel option to meet the requirements of the Energy Policy Act.

B. APPLICABLE DOCUMENTS AND PUBLICATIONS.

1. The latest revisions of the following documents, either in part or whole, apply.
2. U.S. EPA Clean Air Act, Section 211,42 USC 7545.
3. Ohio Revised Code, Section 125.
4. A-A-59693, Diesel Fuel, Biodiesel, Blend (B20), September 7, 2001.
5. ASTM-D-86, Test Method for Distillation of Petroleum Products.
6. ASTM 07467-08 Specifications for Diesel Blends B6 to B20.

C. REQUIREMENT FOR 20% BIODIESEL FUEL.

1. The biodiesel must be *derived* from mono-alkyl esters of long chain fatty acids *derived* from vegetable oils or animal fats (feedstock neutral) *derived* biodiesel fuel mixed with low sulfur diesel fuel for use in predominantly vehicles and equipment used by Franklin County and the participating cooperative users. Whichever feedstock is used, it must meet the -20 degree Fahrenheit temperature requirement for October through March deliveries.
2. The delivered product must contain a minimum of 20% biodiesel and must meet the specifications as described.
3. Splash blending at the time of delivery is not acceptable. The product must be rack or injection blended into the *delivery* truck.
4. The pure 100% ("neat") biodiesel must be of a grade manufactured in accordance with ASTM 07467-08.
5. All product furnished during the contract period must meet the specifications for Ultra Low Sulfur Diesel (ULSD), according to ASTM D-975 and biodiesel fuel, according to ASTM D-6751.

6. Ultra Low Sulfur diesel fuel is a general purpose, middle distillate fuel, with a maximum 15 ppm of sulfur, for automotive diesel engines requiring an ultra low sulfur fuel and in non-automotive applications, especially in conditions of varying speed and load.

7. The low temperature performance of B20 shall be defined by one of the following two properties: cloud point or cold filter plug point (CFPP). The maximum cloud point of the B20 shall be equal to or lower than the tenth percentile minimum ambient air temperature in the geographical area and seasonal time frame in which the B20 is to be used as listed in ASTM D-975-05, maps X4.1 through X4.12 at the time of delivery. Cloud Point test method is ASTM D-2500. The maximum CFPP of the B20 shall be a minimum of 10° C below the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the B20 is to be used as listed in ASTM D-975-05, maps X4.1 through X4.12 at the time of delivery. The CFPP test method is ASTM D6371.

PHYSICAL REQUIREMENTS - B20 BLEND

These requirements are valid from April 1 through September 30 each year. For October 1 through March 31, the blend must meet a minimum of -20 degrees Fahrenheit cloud point in all deliveries.

1. Cold flow improvers, compatible with B20 and ULSD, are permitted to meet this requirement.

Biodiesel (B100) Blended Stock as Listed in ASTM D6751

Property	ASTM	Limits	Units
Flash Point	D93	130.Min	°C
Water & Sediment	D2709	.050 max.	% vol.
Kinematic Viscosity, 40°	D445	1.9-6.0	mm ² /s
Sulfated Ash	D874	0.0020	% mass
Sulfur*	D5433	0.0015 max (S15) 0.05 max (S500)	% mass
Copper Strip Corrosion	D130	No. 3 Max	
Cetane Number	D613	47 min.	
Cloud Point	D2500	Report to Customer	°C
Carbon Residue**	D4530	0.050 max	% mass
Acid Number	D664	0.80 max	Mg KOH/g
Free Glycerin	D6584	0.020 max	% mass
Total Glycerin	D6584	0.240 max	% mass
Phosphorus Content	D4951	0.001 max	% max
Distillation Temp, 90%	D1160	0.0061	% max

* Sulfur content of on-road diesel fuel lowered to 15 ppm in 2006.

* * Carbon residue shall be run on 100% sample.