



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: E85 Fuel Blend

CONTRACT #: 719-08

CONTRACT DATES: 8/11/08-2/28/10

BUYER: WALTER B. LARAUS
PHONE: 585/753-1121
FAX: 585/753-1104

VENDOR(S): Griffith Energy
760 Brooks Ave.
Rochester, NY 14619

ph: 585-783-2674
fax: 585-235-6572

TERMS AND CONDITIONS

BID ITEM: E85 FUEL BLEND

FOR: Department of Environmental Services

DEPARTMENT CONTACT: Dawn Staub, 585-753-1120

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **COPIES AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt.

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES: The quantities listed are the estimated 6 month requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

QUALIFIED BIDDER: Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD: Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL. Bidder must bid on all items in order to be considered.** **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM: Contract will start with the date of the contract award and run through

February 28, 2009, with the option to renew the contract up to 18 months, in 6 month increments, with mutual consent of both parties.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) days** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

PURCHASE ORDER ISSUANCE:

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

BILLING PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

UNCONTEMPLATED PURCHASES:

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add additional quantities other than those specified during the contract term upon agreement by both parties as to the price. Upon mutual agreement of the County and the Contractor, terms and conditions may be modified to reflect the volatility in the ethanol market, provided this is in the best interest of the County. Approval must be given in writing by the Purchasing Manager or her Designee.

REPORT OF PURCHASE:

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

SPECIFICATIONS
E85 FUEL BLEND

Formatted: Centered

1.00 GENERAL

1.01 SCOPE:

The MONROE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES is seeking a qualified bidder to provide E85 FUEL BLEND as per the following specifications. Monroe County currently uses 300,000 gallons of unleaded fuel per year. The County is looking to replace twenty-five percent (25%) of the fuel used with E85 FUEL BLEND with efforts to increase the percentage of E85 FUEL BLEND used on an annual basis. Notwithstanding the details presented in these specifications, it is the responsibility of the Bidder to verify suitability of the product to meet the intent of the specifications. Bidders unable to meet Monroe County's specifications must supply alternate specifications for E85 FUEL BLEND. Monroe County will determine if an alternate E85 FUEL BLEND meets its objectives. It is understood that an E85 FUEL BLEND, satisfactory to the County, is required.

Deleted: class 3,

Deleted: E85 FUEL BLEND

1.02 CONTACT PERSON:

Dawn Staub
Purchasing Manager
200 County Office Building
39 West Main Street
Rochester, NY 14614
585-753-1120

1.03 QUALIFICATIONS OF PRODUCT:

Consideration will be given only to Bidders that can demonstrate that their E85 FUEL BLEND complies with the specifications. All bidders shall submit to the County a technical specification for the proposed E85 FUEL BLEND at the bid opening. The information provided shall address how the proposed E85 FUEL BLEND meets the specification. The County shall have the sole responsibility for determining from the information submitted by the bidders if the proposed product meets the specifications. Should the apparent low bidder fail to meet the requirements of the specifications, the bid shall be rejected and the next lowest bidder shall be considered.

1.04 ESTIMATED QUANTITIES:

Estimated quantity of E85 FUEL BLEND for six (6) months is approximately 31,500 gallons with a possible increase every six (6) months.

Note: The facility currently has a 3,000 gallon storage tank and the County is in the process of constructing an additional 10,000 gallon storage tank, which is expected to be completed in October 2008. Until that time, the minimum order placed shall be no less than 1,500 gallons. Upon completion of the 10,000 gallon storage tank, the minimum order shall be no less than 7,500 gallons.

Deleted: It is expected a minimum order will be approximately 1500 gallons.

1.05 ORDERING AND DELIVERY OF PRODUCT:

The Bidder shall provide a telephone number and email for contact with a person to facilitate the order being placed by the County for E85 FUEL BLEND. Following receipt of the order, the Bidder will email a confirmation within forty-eight (48) hours to County personnel stating confirmation of details with:

1. Date Order Placed
2. Time Order Placed
3. Quantity of Order Placed
4. Date of Scheduled Delivery
5. Price of E85 (close price)

Formatted: Bullets and Numbering

Formatted: Bullets and Numbering

Deleted: Shipment.

The E85 FUEL BLEND shall be delivered via Tank Truck to the County facility within three (3) days of order placement by the County.

Failure of bidder to meet delivery timeframe requirements may result in termination of contract.

Deleted: will constitute grounds for

The primary delivery location is 1157 Scottsville Road. Additional delivery sites may be added upon mutual agreement of the County and Contractor.

1.06 BASE PRICING:

Base prices shall be calculated using the most recent close price for NYH Reformulated Gasoline Blendstock for Oxygen Blending (RBOB) Unleaded Gasoline and the most recent commodity close price of fuel ethanol from the Chicago Board of Trade (CBOT). The CBOT close prices are available daily in the Wall Street Journal, ethanolmarket.com and tradingcharts.com. The RBOB price is available on tradingcharts.com.

The most recent commodity close price reflects the price of a one month contract based on the per gallon price for the next business month. For example, on July 28, 2008 the most recent commodity close price for ethanol is \$2.379 per gallon from the close of trade on July 25, 2008. For unleaded gasoline, the most recent RBOB close price is \$3.032 per gallon (July 25, 2008).

Bidders shall be responsible for obtaining the base prices for fuels comprising the E85 FUEL BLEND as detailed in the specification below. These prices shall be used in the final calculation to determine the amount to be invoiced per gallon of E85. Orders placed by noon shall be invoiced at the close price of the next business day. For example, an order placed by noon on Monday, shall be invoiced at the close price on Tuesday and delivered to the County no later than Thursday.

1.07 MARKUP:

Bidders shall bid a MARKUP price for E85 FUEL BLEND. The MARKUP price will be added to the Base Price established. The Base Price and the MARKUP are added together to make the INVOICE price. The MARKUP shall include any and all delivery costs.

Example of E85 Class 1 Blend (7/25/08 close price):

Base Price for unleaded regular gasoline	$\$3.032 \times 0.21 = \0.637
Base Price for Ethanol	$\$2.379 \times 0.79 = \1.879
Total Base Price for 1 gallon of E85	\$2.516
<u>MARKUP</u> (example)	+\$0.123
Invoice Price per gallon of E85	\$2.639

All figures are rounded to three (3) places. The MARKUP shall remain constant as per the terms of this contract.

1.08 PRICE CHANGE ALLOWANCE:

Bidders shall submit a bid for the MARKUP price per gallon of E85 FUEL BLEND. All fuel price changes will be based on RBOB and CBOT prices as noted above.

Prices will reflect the RBOB and CBOT prices at close the day after an order is placed plus the MARKUP price per gallon of E85 blended fuel. It will be the responsibility of Bidder to provide the County Purchasing Manager with pricing in effect at the time an order is invoiced.

Fuel price changes will change the base price only. THE MARKUP WILL REMAIN THE SAME REGARDLESS OF THE RBOB OR CBOT PRICE.

Deleted: ¶
¶
¶
¶
¶

Formatted: Justified, Indent: Left: 36 pt

Formatted: Font: 10 pt

Formatted: Font: 10 pt

Formatted: Font: 10 pt, Italic

Deleted: The base price used shall be as published on the first Monday of the month. These prices shall be used in the final calculation to determine the amount to be invoiced per gallon of E85.

Formatted: Font: 10 pt

Deleted: ¶
¶
The base price amounts established at the start of this contract shall be as follows:¶
¶
Unleaded regular gasoline
... \$ _____ /gal¶
¶
Ethanol ... \$ _____ /gal¶
... ¶
Prices established from the JOURNAL OF COMMERCE dated June 9, 2008. ...

Deleted: **MARGIN PRICING**

Deleted: **NET MARGIN**

Deleted: **NET MARGIN**

Deleted: (or subtracted from)

Deleted: **NET MARGIN**

Deleted: 15

Deleted: 465

Deleted: 85

Deleted: **NET MARGIN**

Deleted: **GIN**

Deleted: a margin

Deleted: ""

Deleted: changes may be made only once a month, on the first Monday of each month. It is understood that these monthly price adjustments continue for the duration of the contract or until another adjustment is made.

Deleted: notify

Deleted: in writing within three (3) days of any A COPY OF THE BASIS OF PRICE CHANGE (JOC) MUST ACCOMPANY EACH RELATED CHANGE.

Deleted: **GIN**

Deleted: Monroe County reserves the right to adjust the base price using the same method.¶

... [1]

1.09 E85 FUEL BLEND STANDARD SPECIFICATION

E85 is seasonally adjusted to ensure proper starting and performance in different geographic locations. For example, E85 sold during colder months often contains 70% ethanol and 30% petroleum to produce the necessary vapor pressure for starting in colder temperatures.

The American Society of Testing Materials (ASTM) defines requirements for Volatility Class 1 (warm ambient temperature), Class 2 (intermediate ambient temperature) and Class 3 (cold ambient temperature). During transition months, when fuels are changing from one class to another, the fuels are permitted to meet the requirements of either of the two classes. For example, when the table of volatility class assignments shows "2/3" or "3/2" for a particular state and month, the fuels in that location can meet the requirements of either Class 2 or Class 3. Monroe County intends to use the volatility class assignment for New York North of 42° latitude.

Monroe County intends to use ASTM D 5798 standard specifications for fuel ethanol. Vendor will adhere to the Volatility Class by Month as published in the Handbook for Handling, Storing and Dispensing E85 (June 2006) to seasonally adjust the E85 FUEL BLEND. In the specification below (Table 3), Value of Class refers to the Volatility Class by Month as indicated in the chart marked Appendix A.

Table 3. ASTM D 5798-99 Standard Specification for Fuel Ethanol for Automotive Spark-Ignition Engines				
Property	Value of Class			Test Method
ASTM volatility class	1	2	3	N/A
Ethanol, plus higher alcohols (minimum volume %)	79	74	70	ASTM D 5501
Hydrocarbons (including denaturant) (volume %)	17-21	17-26	17-30	ASTM D 4815
Vapor pressure at 37.8°C kPa psi	38-59 5.5-8.5	48-65 7.0-9.5	66-83 9.5-12.0	ASTM D 4953 D 5190 D 5191
Lead (maximum, mg/L)	2.6	2.6	3.9	ASTM D 5059
Phosphorus (maximum, mg/L)	0.3	0.3	0.4	ASTM D 3231
Sulfur (maximum, mg/kg)	210	260	300	ASTM D 3120 D 1266 D 2622
Methanol (maximum, volume %)		0.5	N/A	
Higher aliphatic alcohols, C3-C8 (maximum volume %)		2		N/A
Water (maximum, mass %)		1.0		ASTM E 203
Acidity as acetic acid (maximum, mg/kg)		50		ASTM D 1613
Inorganic chloride (maximum, mg/kg)		1		ASTM D 512 D 7988
Total chlorine as chlorides (maximum, mg/kg)		2		ASTM D 4929
Gum, unwashed (maximum, mg/100 mL)		20		ASTM D 381
Gum, solvent-washed (maximum, mg/100 mL)		5.0		ASTM D 381
Copper (maximum, mg/100 mL)		0.07		ASTM D 1688

Appearance	Product shall be visibly free of suspended or precipitated contaminants (shall be clear and bright).	Appearance determined at ambient temperature or 21°C (70°F), whichever is higher.
-------------------	--	---

N/A = Not applicable

Appendix A

Appendix A: Geographical Fuel-Marketing Regions

State and Fuel Marketing Region	Volatility Class by Month											
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Alabama	2	2	2	2	2/1	1	1	1	1	1/2	2	2
Alaska												
Southern Region	3	3	3	3	3/2	2/1	1	1/2	2/3	3	3	3
South Mainland	3	3	3	3	3/2	2/1	1/2	2	2/3	3	3	3
Arizona												
North of 34° lat & E. of 111° long.	3	3	3	3/2	2	2/1	1	1	1/2	2/3	3	3
Remainder south of 34°	2	2	2	2/1	1	1	1	1	1/2	2	2	2
Arkansas	3	3	3/2	2/1	1	1	1	1	1/2	2	2/3	3
California												
North Coast	2	2	2	2	2	2/1	1	1	1	1/2	2	2
South Coast	2	2	2	2	2/1	1	1	1	1	1/2	2	2
Southeast	3	3/2	2	2	2/1	1	1	1	1/2	2	2/3	3
Interior	2	2	2	2	2	2/1	1	1	1	1/2	2	2
Colorado												
East of 105° longitude	3	3	3	3/2	2	2/1	1	1	1/2	2/3	3	3
West of 105° longitude	3	3	3	3	3/2	2	2/1	1/2	2/3	3	3	3
Connecticut	3	3	3	3/2	2	2/1	1	1	1/2	2	2/3	3
Delaware	3	3	3/2	2	2/1	1	1	1	1/2	2	2/3	3
District of Columbia	3	3	3/2	2	2/1	1	1	1	1/2	2	2/3	3
Florida												
North of 29° latitude	2	2	2	2/1	1	1	1	1	1	1/2	2	2
South of 29° latitude	2	2/1	1	1	1	1	1	1	1	1	1/2	2
Georgia	3	3/2	2	2/1	1	1	1	1	1/2	2	2/3	3
Hawaii	1	1	1	1	1	1	1	1	1	1	1	1
Idaho	3	3	3	3/2	2	2	2/1	1/2	2	2/3	3	3
Illinois												
North of 40° latitude	3	3	3	3/2	2	2/1	1	1	1/2	2/3	3	3
South of 40° latitude	3	3	3	3/2	2/1	1	1	1	1/2	2/3	3	3
Indiana	3	3	3	3/2	2/1	1	1	1	1/2	2/3	3	3
Iowa	3	3	3	3/2	2	2/1	1	1	1/2	2/3	3	3
Kansas	3	3	3	3/2	2	2/1	1	1	1/2	2/3	3	3
Kentucky	3	3	3/2	2	2/1	1	1	1	1.2	2	2/3	3
Louisiana	2	2	2	2/1	1	1	1	1	1/2	2	2	2
Maine	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
Maryland	3	3	3/2	2	2/1	1	1	1	1/2	2	2/3	3
Massachusetts	3	3	3	3/2	2	2/1	1	1	1/2	2	2/3	3
Michigan												
Lower Peninsula	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
Upper Peninsula	3	3	3	3	3/2	2/1	1	1/2	2	2/3	3	3
Minnesota	3	3	3	3	3/2	2/1	1	1/2	2	2/3	3	3

Appendix A: Geographical Fuel-Marketing Regions - continued

State and Fuel Marketing Region	Volatility Class by Month											
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mississippi	2	2	2	2/1	1	1	1	1	1	1/2	2	2
Missouri	3	3	3	3/2	2/1	1	1	1	1/2	2/3	3	3
Montana	3	3	3	3	3/2	2	2/1	1/2	2/3	3	3	3
Nebraska	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
Nevada												
North of 38° latitude	3	3	3	3/2	2	2	2/1	1/2	2	2/3	3	3
South of 38° latitude	3	3	3/2	2	2/1	1	1	1/2	2	2/3	3	3
New Hampshire	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
New Jersey	3	3	3/2	2	2/1	1	1	1/2	2	2/3	3	3
New Mexico												
North of 34° latitude	3	3	3	3/2	2	2/1	1	1	1/2	2/3	3	3
South of 34° latitude	3	3	3/2	2/1	1	1	1	1	1/2	2/3	3	3
New York												
North of 42° latitude	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
South of 42° latitude	3	3	3	3/2	2/1	1	1	1/2	2	2/3	3	3
North Carolina	3	3	3/2	2	2/1	1	1	1/2	2/3	3	3	3
North Dakota	3	3	3	3/2	2/1	1	1/2	2	2/3	3	3	3
Ohio	3	3	3	3/2	2/1	1	1	1/2	2/3	3	3	3
Oklahoma	3	3	3	3/2	2/1	1	1	1/2	2	2/3	3	3
Oregon												
East of 122° longitude	3	3	3	3/2	2	2	2/1	1/2	2	2/3	3	3
West of 122° longitude	3	3/2	2	2	2	2/1	1	1/2	2	2	2/3	3
Pennsylvania												
North of 41° latitude	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
South of 41° latitude	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
Rhode Island	3	3	3	3/2	2/1	1	1	1/2	2	2/3	3	3
South Carolina	2	2	2	2/1	1	1	1	1/2	2	2	2	2
South Dakota	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
Tennessee	3	3	3/2	2	2/1	1	1	1/2	2	2/3	3	3
Texas												
North of 31° latitude	3	3	3/2	2	2/1	1	1	1/2	2	2/3	3	3
South of 31° latitude	2	2	2	2/1	1	1	1	1/2	2	2	2	2
Utah	3	3	3	3/2	2	2/1	1	1/2	2/3	3	3	3
Vermont	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
Virginia	3	3	3/2	2	2/1	1	1	1/2	2	2/3	3	3
Washington												
East of 122° longitude	3	3	3/2	2	2	2/1	1	1/2	2/3	3	3	3
West of 122° longitude	3	3/2	2	2	2	2/1	1	1/2	2	2	2/3	3
West Virginia	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
Wisconsin	3	3	3	3/2	2	2/1	1	1/2	2	2/3	3	3
Wyoming	3	3	3	3	3/2	2	2/1	1.2	2	2/3	3	3

Source: National Ethanol Vehicle Coalition

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title:

Contract Number:

Vendor:

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:

Title:

Agency:

Telephone: _____ Fax:

E-mail:

Please submit this survey to Monroe County Purchasing.

Monroe County reserves the right to adjust the base price using the same method.