



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:

ASSOCIATED PETROLEUM PRODUCTS INC
2320 MILWAUKEE WAY
TACOMA, WA 98421

SHIP TO

KC DEPARTMENT OF EXEC SERVICES
PROCUREMENT-GOODS & SERVICES
401 5TH AVE, CNK-ES0340
SEATTLE, WA 98104
United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
511810	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
24-MAY-11	M Mckinley	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	18966	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
KELLI McCANN	(253) 207-4373

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	THIS CONTRACT AGREEMENT ESTABLISHES THE TERMS, CONDITIONS, AND PRICING BETWEEN PETROCARD SYSTEMS, INC. AND KING COUNTY FOR DIESEL FUEL AND GASOLINE FOR KEEP FULL AND DIESEL FUEL AND GASOLINE, PIGGYBACK STATE OF WASHINGTON CONTRACT # 00311.						
	THIS IS NOT THE AUTHORITY FOR ORDERING GOODS. SEPARATE STANDARD PURCHASE ORDERS WILL BE ISSUED FOR THE DELIVERY OF GOODS.						
	Purchase Agreement Effective From: 21-MAY-11 To: 20-MAY-12						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Leach
Authorized signature

Purchasing & Contracts >> Contracts Printable Version

Fuel: Bulk and Keep-Full/Will-Call



Contract#: 00311 **Replaces:** 07705

Delivered Fuel in both bulk and keep full / will call services.

Posted 5/23/11:*****Contract #00311 was awarded on 4/20/2011 with first day of performance scheduled for 5/21/11. The protest review of the award to PetroCard Inc. for the Central Puget Sound – Bulk region is complete (notification made on 5/20/11). The award to PetroCard is upheld; please contact PetroCard for any CPS – Bulk orders. All awarded 16 region/categories are available for 00311 customer use beginning 5/21/11. Please periodically check this site's current contract information (CCI) and the "Contract Activity" below. Also, fuel contract #07705 expired on 5/20/11. OSP thanks all of the 00705 contractors for their partnership with the state of Washington. OSP also welcomes new and returning contractors and looks forward to partnering with each of you over the course of the 00311 contract.*****

Current Term Start Date: 05-21-2011 **Award Date:** 04-20-2011 **Est. Annual Worth:** \$112,691,257

Current Term Ends On: 05-20-2012 **Final Term Ends On:** 05-20-2021

Diversity: 10% WBE 50% MBE **# of Bids Received:** 96

Contact Information: Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Who can use this contract?

- Washington State agencies
- Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- Participating Colleges, Universities, Community & Technical Colleges

Contract Documents & Resources

- View Current Contract Information (CCI) [Contract Activity](#)
- [Green-recycled product listing](#) [Submit Contractor Feedback](#)
- [Pricing & Ordering Information](#) [Best-buy Notification](#)
- [Solicitation Results Summary \(Bid Tab\)](#)

Contractor(s):	Category	Area Served
ASSOCIATED PETROLEUM PRODUCTS, INC.	North Puget Sound - Bulk	Island, Skagit, Snohomish, Whatcom
ASSOCIATED PETROLEUM PRODUCTS, INC.	North Puget Sound - KF/WC	Island, Skagit, Snohomish, Whatcom
ASSOCIATED PETROLEUM PRODUCTS, INC.	Peninsula - Bulk	Clallam, Grays Harbor, Jefferson, Kitsap, Mason
ASSOCIATED PETROLEUM PRODUCTS, INC.	Peninsula - KF/WC	Clallam, Grays Harbor, Jefferson, Kitsap, Mason
ASSOCIATED PETROLEUM PRODUCTS, INC.	Central Puget Sound - KF/WC	King, Pierce, Thurston, McNell Island
COLEMAN OIL COMPANY	North Central - Bulk	Chelan, Douglass, Grant, Okanogan

State of Washington Current Contract Information

Revision Date: May 4, 2011

Contract Number:	00311	Commodity code:	
Contract Title:	FUEL - KEEP-FULL & BULK DELIVERY SERVICES		
Purpose:	CONTRACT INTRODUCTION		
Contract Term	May 21, 2011 (tentative) through: May 20, 2012		
Original Award Date:	April 20, 2011	Maximum Term: Not to exceed 10 years of award date, generally.	
Estimated Term Worth:	\$113,000,000/yr		
For Use By:	Washington State Agencies, Higher Education and Cooperative members		
Contract Type:	This contract has been designated "MANDATORY" use for state agencies but "CONVENIENCE" use for: Higher Education (Colleges & Universities), Co-op members (counties, city, school districts etc.), and any small capacity remotely located fuel storage tank. <i>(As determined by the State Contract Administrator)</i>		
Scope of Contract:	This contract is intended to satisfy the on-going replenishment of contract customer owned fuel storage tanks with gasoline, diesel (including biodiesel where available), and heating oil.		
Contractors:	<ul style="list-style-type: none"> Region Peninsula North Puget Sound Central Puget Sound Southwest North Central South Central Northeast Southeast 	<ul style="list-style-type: none"> Keep Full / Will Call Associated Petroleum Associated Petroleum Associated Petroleum Wilcox & Flegel Coleman Oil Seaport Petroleum Coleman Oil Seaport Petroleum 	<ul style="list-style-type: none"> Bulk Associated Petroleum Associated Petroleum PetroCard Wilcox & Flegel Coleman Oil Seaport Petroleum Seaport Petroleum Seaport Petroleum
OPIS Reference Prices:	GA/OSP Internet Website: IN CONSTRUCTION		
Current Participation:	\$0 MBE MBE 0%	\$0 WBE WBE 0%	\$113,000,000 OTHER OTHER 100%
			\$0 EXEMPT EXEMPT 0%

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract or if you have any questions, please contact your local agency Purchasing Office or you may contact our office at the numbers listed below.

State Procurement Officer:	Keith Farley Contracts Specialist	Christine Schoepfer Office Assistant
Phone Number:	(360) 902-7423	Phone Number: (360) 902-7193
Fax Number:	(360) 586-2426	Fax Number: (360) 586-2426
Email:	keith.farley@ga.wa.gov	Email: cschoep@ga.wa.gov

Visit our Internet site: <http://www.ga.wa.gov> or search all contracts at:
<http://www.ga.wa.gov/Purchase/contracts.htm>

CONTRACTOR PROFILES

Associated Petroleum		Credit Cards Accepted: None	
Federal Tax ID #:91-1186058			
Phone :	253-627-6179	Sales Usage Report:	Kelli McCann
Fax :	253-627-3637		
Toll Free Phone #	800-929-5243	Phone:	253-627-6179 ext. 4373
Emergency (24/7)	Dispatch Department 253-627-6179	Email Address:	kmccann@associatedpetroleum.com
Street Address:	2320 Milwaukee Way	Billing From:	2320 Milwaukee Way
City, State Zip:	Tacoma, WA 98421	City, State Zip:	Tacoma WA 98421
Payment Address:	PO Box 1397	Orders sent to:	2320 Milwaukee Way
City, State Zip:	Tacoma WA 98401	City, State Zip	Tacoma WA 98421
Customer Service:	Kelli McCann	Contract Administrator:	Frank Pupo
Phone:	253-627-6179 ext. 4373	Phone:	253-627-6179
Email Address:	kmccann@associatedpetroleum.com	Email Address:	fpupo@associatedpetroleum.com

CONTRACTOR PROFILES

Coleman Oil		Credit Cards Accepted: None	
Federal Tax ID #:82-0321932			
Phone :	208-799-2000	Sales Usage Report:	Tiffany Kite
Fax :	208-799-2008		
Toll Free Phone #	888-799-2000	Phone:	208-799-2000
Emergency (24/7)	Pete Buukarl 208-799-2000	Email Address:	tiffany@colemanoil.com
Street Address:	335 Mill Road	Billing From:	Tiffany Kite 335 Mill Road
City, State Zip:	Lewiston, ID 83501	City, State Zip:	Lewiston, ID 83501
Payment Address:	335 Mill Road	Orders sent to:	Pete Buurkarl 335 Mill Road
City, State Zip:	Lewiston, ID 83501	City, State Zip	Lewiston, ID 83501
Customer Service:	Larry Vincent	Contract Administrator:	Jim Cash
Phone:	208-799-2000	Phone:	208-799-2019
Email Address:	larry@colemanoil.com	Email Address:	Jim@colemanoil.com

CONTRACTOR PROFILE

Petro Card		Credit Cards Accepted: None	
Federal Tax ID #: 91-1311707		Sales Usage Report: TBD	
Phone :	253.922.8166		
Fax :	253.922.8183		
Toll Free Phone #	800.950.8166	Phone:	360.661.4242
Emergency (24/7)	360.661.4242	Email Address:	sheilman@petrocard.com
Street Address:	730 Central Ave.	Billing From:	same
City, State Zip:	Kent, WA 98035	City, State Zip:	same
Payment Address:	P.O. Box 34243	Orders sent to:	TBD
City, State Zip:	Seattle, WA 98124	City, State Zip	TBD
Customer Service:	Stephanie Heilman	Contract Administrator:	Debbie Parsons
Phone:	253.922.8166	Phone:	800.950.3835
Email Address:	sheilman@petrocard.com	Email Address:	dparsons@petrocard.com

CONTRACTOR PROFILES

Seaport Petroleum		Credit Cards Accepted: None	
Federal Tax ID #:91-110773			
Phone :	206.971.7999	Sales Usage Report: TBD	
Fax :	206.805.3799		
Toll Free Phone #	None	Phone:	TBD
Emergency (24/7)	TBD	Email Address:	TBD
EASTERN WASHINGTON			
Street Address:	7800 Detroit Ave., SW	Billing From:	Susan Lopez Office – 509.882.2115 x1003, susan@repowell.net
City, State Zip:	Seattle, WA 98106	City, State Zip:	See above
Payment Address:	Susan Lopez Office – 509.882.2115 x1003, susan@repowell.net	Orders sent to:	Jeff Doss Office – 509.882.2115 x3 jeff@repowell.net
City, State Zip:	See above	Phone:	See above
WESTERN WASHINGTON			
Customer Service:	Jeff Doss	Contract Administrator:	Same
Phone:	509.830.4901	Phone:	Same
Email Address:	jeff@repowell.net	Email Address:	Same
WESTERN WASHINGTON			
Customer Service:	Dennis Halverson	Contract Administrator:	Same
Phone:	206.971.7999	Phone:	509-527-3400
Email Address:	dennis@repowell.net	Email Address:	Same

CONTRACTOR PROFILES

Wilcox & Flegel		Credit Cards Accepted:	None
Federal Tax ID #: 91-0873302		Sales Usage Report:	David Walling
Phone:	360-423-3300	Phone:	360-578-4282
Fax:	360-425-6274	Email Address:	david@wilcoxandflegel.com
Toll Free Phone #	800-438-9656 Bulk Land 800-238-8179 Keep Full		
Emergency { 24/7 }	Dispatch Department 800-438-9656		
Street Address:	PO Box 69	Billing From:	PO Box 69
City, State Zip:	Longview WA 98632	City, State Zip:	Longview WA 98632
Payment Address:	PO Box 69	Orders sent to:	PO Box 69
City, State Zip:	Longview WA 98632	City, State Zip	Longview WA 98632
Customer Service:	David Walling	Contract Administrator:	David Walling
Phone:	800- 438-9656 Cell: 360-957-2571 360- 578-4282	Phone:	800- 438-9656 cell: 360-957-2571 360- 578-4282
Email Address:	david@wilcoxandflegel.com	Email Address:	david@wilcoxandflegel.com

SPECIAL PROVISIONS AND CONTRACT UPDATE

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

1 OVERVIEW

The Office of State Procurement (OSP) develops purchasing contracts for use by state agencies, higher education and approximately 700 co-op members which include city, county, school districts and some non-profit organizations throughout Washington. Many of our customers manage an assortment of fuel storage tanks serving police cars, fire engines, school buses, public transportation services and many other essential public services.

The SmartBuying Fuel contract 07705 began in the spring of 2005 and aggregates five fuel contracts (03400, 14003, 07804, 01500, and 11499) into one. So as to most effectively leverage the state's collective buying power, co-op members were invited to participate. This action boosted the projected volume of fuel to be leveraged by approximately seventy-eight percent for a total projected annual volume of 45.5 million gallons of fuel. A total of 981 fuel storage tanks were profiled and included in the bid document. The SmartBuying fuel team consisted of large volume purchasers representing Washington State Ferries, Washington Department of Transportation, Department of Corrections, King County Metro Transit and The City of Seattle.

Our strategy was to most effectively position the state in partnering with the fuel haulers. By improving the viability of the resulting contract, the state hoped to increase competition and thereby achieve more aggressive pricing but without sacrificing quality. The state hosted a biodiesel round table discussion and two vendor forums with the objective of developing "best of class" terms and conditions. As a result, the SmartBuying fuel team completely overhauled the way the state acquires fuel.

Vendor forums revealed that there is no one hauler positioned to service the entire state but rather many small businesses compete with one another on a regional basis. Thus, vendor forum attendees worked together to assist the state in redrawing the Washington State map to best reflect existing market coverage and 8-regions were formed as reflected in the matrix below.

Region	Counties within the Region
(CPS) Central Puget Sound	King, Pierce, Thurston, Special: McNeil Island has its own delivery fee
(NC) North Central	Chelan, Douglass, Grant, Okanogan
(NE) Northeast	Ferry, Lincoln, Pend Oreille, Spokane, Stevens
(NPS) North Puget Sound	Island, Skagit, Snohomish, Whatcom
(P) Peninsula	Clallam, Grays Harbor, Jefferson, Kitsap, Mason,
(SC) South Central	Benton, Kittitas, Klickitat, Yakima,
(SE) Southeast	Adams, Asotin, Columbia, Franklin, Garfield, Walla Walla, Whitman
(SW) Southwest	Clark, Cowlitz, Lewis, Pacific, Skamania, Wahkiakum
Not Serviced	San Juan -- Is not initially a part of this contract. By mutual negotiation, it may become a part of this contract at a later time.

1.1 SCOPE

The Department of General Administration (GA), Office of State Procurement (OSP) is the state's centralized contracting office for general goods and services. The purpose of this solicitation is to establish contract(s) for the on-going replenishment of state's network of gasoline, heating oil, diesel (including biodiesel), and other fuels and to establish a contract for the as needed purchase of *Diesel Exhaust Fluid (DEF)* and delivered fuels, incidentals, and in the following fuel types, categories, or other: (not an exclusive list; *other products*, other fuel products, additives, incidentals, and services, may be added post award).

-
- A. Gasoline, Unleaded: Regular, Mid-Grade, Premium, and Ethanol (E10)
 - B. Ultra Low Sulfur Diesel #2 Clear
 - C. Ultra Low Sulfur Diesel # 2 Dyed
 - D. Ultra Low Sulfur Diesel #1 Clear (November through February)
 - E. Ultra Low Sulfur Diesel #1 Dyed (November through February)
 - F. Biodiesel Clear
 - G. Biodiesel Dyed
 - H. Heating Oil (based on ULSD #2 Dyed)
 - I. Other additives, energy products, incidentals, fuels, and services requested by qualified customers
 - J. Diesel Exhaust Fluid (DEF)

1.2 CONTRACT DESIGNATION

This contract has been designated "MANDATORY" use for state agencies but "CONVENIENCE" use for:

- Higher Education (Colleges & Universities)
- Co-op members (counties, city, school districts etc.)
- Any small capacity remotely located fuel storage tank. *(As determined by the State Contract Administrator) Note: It is the intention of the state that the winning bidder for each region be awarded those customers contained in that region. However, a customer located in close proximity to the regional boundary (as determined by the state contract administrator) may be awarded to the neighboring contractor if it is agreeable to all involved parties.*

1.3 TERM OF CONTRACT

One year period. Tentative start date (first day of performance) is anticipated to be 5/21/11 and ending on 5/20/12. Extensions are possible by mutual agreement. Periodically check the 00311 contract portal for updates. Link: <https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=07705>

1.4 PURCHASERS

Purchasers will be state agencies, higher education, and political subdivisions who are members of the State of Washington Purchasing Cooperative (WSPC). Contractor(s) shall not process contract orders from unauthorized purchasers. A list of WSPC members can be found via the web at: <https://fortress.wa.gov/ga/inet/servlet/PCACoopListSv>. Be advised that contract usage could be considerably more than current estimates should more co-op members choose to utilize this contract. The state accepts no responsibility for payment by WSPC members.

1.5 COST MITIGATION STRATEGIES

In accordance with SHB 2746: Fuel Purchasing - State and Local Agencies and any future cost mitigation strategy legislation the State reserves the right to employ various cost mitigation strategies (i.e. hedging) in acquiring fuel via our contractors. These strategies may include but are not limited to futures contracts, swap transactions, option contracts, costless collars, and long-term storage at no additional costs to our contractor(s). The cost mitigation strategies are intended to reduce overall fuel costs and offer our customers an improved level of budgetary certainty when procuring fuel. Customers must receive written approval from the State Contract Administrator before utilizing these financial instruments via this contract and the state accepts no responsibility for payment for the financial services provided to contract users. Customers who elect to utilize these cost mitigation strategies may be charged a fee or other funding mechanisms may be applied to cover the cost of deployment of these cost mitigation strategies.

1.6 ORDER QUANTITIES

There will be no minimum order quantities as the bidders' service fee is to cover costs (other than fuel costs) regardless of the amount of fuel delivered. Keep-Full contractors will be expected to optimize the states network of small volume tanks and therefore initiate orders as tanks near the minimum allowable volume. Bulk deliveries are intended to be full transport loads of at least 8,000 gallons up to vehicles capacity or weight restriction, but customers may order split loads as well.

Bulk is any order 8,000 gallon or more up to the vehicle's volume or weight capacity. Keep Full / Will-Call is for an order less than 8,000 gallons.

2 GENERAL INFORMATION

2.1 FUEL TYPES

See Scope

3 FUEL DELIVERY SERVICES (KEEP FULL / WILL CALL)

3.1 KEEP-FULL / WILL-CALL OVERVIEW

The Keep-Full and Will-Call service is generally intended to refuel those tanks that cannot accommodate a full truck & trailer load. A Keep-Full and/or Will-Call order is an order of less than 8,000 gallons. The OPIS reference price coupled with the multiplier and coupled with the Service fee and the Drop fee (if applicable) is to cover all cost associated to a typical Will-Call delivery. Besides conforming to the standard contract terms as defined herein, the following will be applicable to Keep Full and Will-Call deliveries:

3.2 TANK TESTING

There may be occasions when customer tanks need to be "topped off" for testing purposes. In such cases, the customer will be allowed to initiate a "top off" order and the already established contract pricing is to be applied. If the customer requires the delivery to occur on a specific date, the customer is to provide the contractor with at least 7-days advance notice.

3.3 REMOTE SMALL CAPACITY TANKS

Although bidders will be required to provide pricing and coverage for all tanks identified in the price worksheet (relevant to the regions bid), the state recognizes that it may be more economical to have a more localized hauler service some small capacity remotely located tanks. In such cases the state reserves the right to solicit competitive bids outside of this contract, for the service of these tanks. The State Contract Administrator will determine and notify the Contractor in writing, which refueling sites apply and these tanks will be designated as "OPTIONAL" use.

3.4 WSDOT SPECIAL CONDITION

For current operational reasons, the Department of Transportation will not accept keep-full/will-call orders after the 25th of any month. This condition does not currently apply to bulk orders but may become a future condition by WSDOT notification to the Contractor. Invoices must follow within 24 hours of delivery. If circumstances change WSDOT will notify the Contractor in writing.

3.5 WILL-CALL ORDER PLACEMENT

Will-Call: With the Will-Call service, the customer will place an order as needed. In the event of an emergency, the contractor will guarantee fulfillment of an emergency will-call delivery within a maximum of 24-hours of a verbal, electronic, written or faxed order. Emergency orders are to be top

priority and the contractor must be equipped and prepared to successfully fulfill an emergency delivery 7-days a week, 24-hours a day. The contractor shall furnish emergency order contact information and always be poised to receive and respond to an emergency order. Contractor may charge their standard emergency fee charged to other customers that will appear on the invoice in place of the standard delivery service fee. If no standard emergency fee exists then a reasonable emergency premium that is to be added to the invoice (as a separate line item) in addition to normal contract service fees.

3.6 WILL-CALL SERVICE FEES

Will-call orders are entitled to a single service fee.

For contract purposes, the contractor will charge a single service fee for the service of at least three (3) that are within a facility (base, prison, college campus, etc.) or within one (1) mile of the first tank (whichever distance is greater in size). A tank (a limit of one tank) that is within two-hundred feet (200 ft.) of the first tank is not considered a separate tank for purposes of the "single service fee for the service of at least three (3) tanks ..." requirement. A fourth tank or more tanks within the facility/mile may each be charged a drop fee. Additional tanks outside of the facility/mile may be charged a new service fee using the same rules above. Fuel delivery service fees are deemed not to exceed fees; they represent a ceiling but not a floor. It is OSP's expectation that Contractor will over time find innovative ways to reduce the impact of service fees.

3.7 KEEP-FULL SERVICE FEES

It is OSP position that Contractor/customer negotiated keep-full agreement provides the Contractor with a level of predictability that is less costly to the Contractor. It is OSP expectation that this should result in lower delivery service fees to the contract customers utilizing the Keep-full service versus the will-call service.

Absent any written negotiated service fees between the Contractor/customer, the service fee for keep full orders shall be the same as the will-call Service Fees above.

3.8 KEEP-FULL SETUP AND ORDER PLACEMENT

Keep Full: The Keep Full service requires the customer and the Contractor to have a post award dialog in setting up a schedule that meets the customer's needs. With the Keep-Full service, the contractor is to guarantee that that storage tanks always retain sufficient inventory to satisfy the customer's needs and never go dry. In general, the state expects that tank levels never go below 20% of capacity before refueling occurs but the customer will be allowed to adjust this percentage up or down in writing depending upon their own unique business requirements. Further, service fees are expensive and it is the state's expectation that Contractor will avoid small volume top-off deliveries. *As an example, Contractor is in the area and decides to top-off a tank that is above the 35 % level.* Refills that are not maximized greatly increase the costs of service relative to the cost of the fuel. Absent a written and signed agreement with the customer, tanks that are 35% full (15 increments of tank capacity above the lower threshold) will not incur a delivery fee or drop fee.

Keep-Full customers will be responsible for ensuring that the contractor is sufficiently informed of tank level volumes and whenever possible notify the contractor of any anticipated unusual increases in fuel demand. So as to promote enterprise-wide delivery schedule coordination, customers will be encouraged to identify the broadest possible refueling time windows allowable and immediately notify the contractor of any schedule changes. Be advised that many customer delivery parameters do not allow unrestricted access to fuel storage tanks. In such cases the contractor is to

accommodate the customer's delivery profiles and timelines when ensuring that tanks always have an adequate amount of fuel to meet the customer's requirements. Besides conforming to the standard contract terms as defined herein, the following will be applicable to Keep-Full deliveries:

A. Initiating Keep-Full contract coverage

Prior to initiating Keep-Full coverage, customers will be required to provide the contractor with a completed delivery profile questionnaire (See APPENDIX E: Keep-Full Activation Sheet) which identifies such information as:

- Fuel tank profile information (i.e. site location, site contact, tank size, fuel type, etc.)
- Available delivery time frames and or the days and times when deliveries can or cannot occur.
- Minimum allowable tank level percentage before refueling is to occur.
- Delivery access procedures and protocols and or special instructions if any.
- Requested activation date (not to exceed 5-calander days of request).
- Place lower delivery service fees, if any, in the Special Instructions box.

Once the contractor is in receipt of the completed delivery profile questionnaire, the contractor is to identify on the questionnaire how often the tank level readings are to be provided by the customer so as to ensure that the tanks covered never go dry (see below). Afterwards, the contractor is to sign and return (fax, mail, email) the completed delivery profile questionnaire to the customer and Keep-Full coverage is then to become active.

B. Keep-Full Inventory Management

To most effectively manage tank inventories, Contractors will need to monitor tank inventory levels. Therefore, Keep-Full customers will be responsible for providing tank level data to the Contractor. The Contractor is to identify via the delivery profile questionnaire how often tank level data is to be communicated relevant to the customer's fuel demand profile and the preferred communication method (e.g. email, fax, voice mail etc). Alternatively, if Keep-Full tanks are equipped with an electronic tank level monitoring system, the customer may (at their own discretion) choose to grant the contractor remote access to the data on a read only basis. Additionally, if both parties agree, the Contractor (at their own expense) may equip tanks with electronic tank level monitoring equipment. The contractor will be responsible for the cost of maintaining the equipment. Equipment Removal Upon Expiration: Contractors desiring equipment return upon contract expiration/termination must make arrangements with the customer and the Contractor at their own expense may remove the equipment in a workman like manner leaving no removal damage behind. Contractor agrees that equipment not removed within 60 days of contract expiration/termination is deemed abandoned and becomes the property of the Customer.

C. Keep-Full Contract Additions

During the life of the contract, customers may activate additional tanks or new customers may initiate Keep-Full coverage for fuel storage tanks not identified in the price worksheet. The award made under this contract is by region and for any qualified contract customer (see Purchasers). The awarded Contract should anticipate orders from customers not originally identified on the price worksheet.

The contractor's already established fuel price multiplier, service fee, and drop fee will be extended to new customers and new tanks for the awarded region. However, the customer will initiate the dialog using the Keep-full process described above.

D. Keep-Full deactivation

There may be occasions when a fuel storage tank is to be deactivated and in such cases the customer is to immediately notify the Contractor of this decision and state the last day of Keep-Full service in writing. Contractor shall timely acknowledge the notification within two business days.

4 BULK (LAND) DELIVERY SERVICES

4.1 BULK OVERVIEW

The Bulk deliveries are generally intended to service those fuel storage tanks that are capable accommodating a full truck and trailer load (an order placement of 8,000 gallons or more up to the vehicle's volume or weight capacity), in a single fuel type or split load, in accordance with industry standard best practices. Each customer will initiate a bulk delivery order but it's not uncommon for bulk deliveries to be ordered on a regular basis. Customers are to provide contractors with as much advance notice of an order as practical. However, some high volume purchasers on occasion will only be able to provide the contractor with one day advance notice of an order. The OPIS reference price coupled with the multiplier and coupled with the Service fee and the Drop fee (if applicable) is to cover all cost associated to a typical Bulk delivery.

Besides conforming to the standard contract terms as defined herein, the following will be applicable to Bulk Land deliveries:

4.2 ROUTINE DELIVERIES

Unless otherwise indicated, Bulk deliveries are to be scheduled during normal working hours and the contractor is to guarantee order fulfillment of not more than 2-calendar days after receipt of an order. The Central Puget Sound contractor shall guarantee order fulfillment of not more than 1-calendar day after receipt of an order. Unless authorized by OPS by Contract Amendment.

4.3 BULK DELIVERY ADDITIONS

The state reserves the right to add bulk land delivery sites not identified in the price worksheet. The Contractor's already established OPIS multiplier will be used to calculate the fuel price.

4.4 BULK SERVICE FEES

Each Bulk order is entitled to a single service fee.

For contract purposes, the contractor will charge a single service fee for the service of at least two (2) tanks that are within a facility (base, prison, college campus, etc.) or within one (1) mile of the first tank (whichever distance is greater in size). A tank (a limit of one tank) that is within two-hundred feet (200 ft.) of the first tank is not considered a separate tank for purposes of the "single service fee for the service of at least two (2) tanks ..." requirement. A third tank or more tanks within the facility/mile may each be charged a drop fee. Additional tanks outside of the facility/mile may be charged a new service fee using the same rules above. Fuel delivery service fees are deemed not to exceed fees; they represent a ceiling but not a floor. It is OSP's expectation that Contractor will over time find innovative ways to reduce the impact of service fees.

4.5 EMERGENCY BULK DELIVERIES

In the event of an emergency, the contractor will guarantee fulfillment of an emergency bulk delivery within a maximum of 6-hours of a verbal, electronic, written or faxed order. Emergency orders are to

be top priority and the contractor must be equipped and prepared to successfully fulfill an emergency delivery 7-days a week, 24-hours a day. The contractor shall furnish emergency order contact information and always be poised to receive and respond to an emergency order. Contractor may charge their standard emergency fee charged to other customers that will appear on the invoice in place of the standard delivery service fee. If no standard emergency fee exists then a reasonable emergency premium that is to be added to the invoice (as a separate line item) in addition to normal contract service fees.

4.6 RETAINED FUEL

The customer must ensure the amount of fuel ordered will fit into the fuel tank. Retained fuel leaves the Contractor with fuel without a customer. The Contractor may charge a reasonable retained fuel fee that is customary in the industry. However, it is the state's expectation and the Contractor must exercise best effort to mitigate any retained fuel situation in an effort to remove or reduce the cost impact to the contract customer.

5. PRICING

5.1 PRICING OVERVIEW

Although there are slight variations to Keep-Full/Will-Call and Bulk Delivery contract pricing both services will include a combination of a SERVICE FEE and FUEL PRICING methodology. So as to insulate the Contractor(s) from the impact of any modifications to fuel related taxes and fees (i.e. first possessor fees or hazmat fees), all fuel related taxes and fees are to be added to invoices on a pass through basis and identified as a separate line item. Below is an overview of how fuel prices will be calculated and how the service fees will be applied.

5.2 FUEL PRICING

Absent critical circumstances and OSP approval by contract amendment, OPIS multipliers shall not change during the life of the contract. The price a customer pays will be the OSP identified OPIS fuel price plus the multiplier bid by the awarded Contractor. What OSP designates is further explained in the section below (OPIS Rack Reference Cities Matrix). Contractors are reminded that the cost charged to contract customers is a ceiling and not a floor. Contractors may always extend a voluntary price discount to contract customers.

5.3 OPIS RACK REFERENCE CITIES MATRIX

The Department of General Administration, Office of State Procurement receives two daily reports from the Oil Producing Information Service (OPIS). One is for biodiesel and the second is for the other fuels (diesel, gasoline, and heating oil). Per OPIS, the reports are called the OPIS Daily Gross Contract pricing report (10:00 A.M. EST Benchmarking) for Biodiesel (one report) and the other fuels (second report).

The pricing for the reference cities is ultimately posted on a GA website usually delayed by one day. The site's structure or appearance may change from time-to-time. The date of the posted pricing coupled with the multiplier determines the fuel price paid by the customer.

The site used for the 07705 and 02207 contracts is located at:

<https://fortress.wa.gov/ga/apps/priceinfo/default.aspx?date=NA>. While the 07705 or 02207 site is still active you are invited to view the site as a sample site and view the appearance, and current and approximately 20 days of pricing history.

guidance interpreting the GA Contract Portal the customer may contact OSP. If the customer believes the Contractor invoice is inaccurate and the customer cannot resolve the issue at their level, the customer may contact OSP for assistance. Otherwise, the customer ordering and the Contractor billing practices are blind to OSP and OSP will only become involved if contacted by the customer or Contractor.

5.6 BIODIESEL PRICING

All Bidders are to propose a biodiesel bid multiplier for biodiesel as defined herein. The Tacoma OPIS Biodiesel daily report, OPIS Gross Wholesale B99 Combined Feedstock Biodiesel (contract average without RIN) will serve as the basis for establishing biodiesel contract pricing. This reference already accounts for the Blenders Credit. Biodiesel purchasers are to receive the appropriate proportion of B100 necessary to achieve the requested biodiesel blend. For example if the customer desires 1,000 gallons of a ULSD-B20 blend, the contractor would acquire and blend (in accordance with biodiesel specifications) 800 gallons of ULSD with 200 gallons of B100.

Credits: If the reference used does not already account for the Blender's Credit, the customer is to receive all applicable "Blender" tax credits which are to be identified on the invoice as a separate line item as a credit.

Changes to Reference: Changes to the reference city or the reference within the target city may be changed by mutual agreement of OSP and the Contractor. However, it is OSP's expectation that the Contractors bid profit margins does not increase as a result of such action.

5.7 SERVICE FEE

Within each region the service fee is segmented by county. Absent critical circumstances and OSP approval by contract amendment, the service fee is fixed for the life of the contract at the price bid by the awarded Contractor on their price sheet submittal. The service fee will be added to each invoice (as a separate line item) whenever the tank is fueled. The fuel price coupled with the service fee is expected to cover all costs that are normally associated to fueling a tank and fulfillment of contract terms. However, an emergency service fee and standby fee may also be applied to deliveries when applicable. See also, Bulk (subsection Service Fees), Will-call Service Fees, and Keep-full Service Fees in Contract section.

5.8 DROP FEE (IF APPLICABLE)

A single drop fee applies to the entire region. Absent critical circumstances and OSP approval by contract amendment, the drop fee is fixed for the life of the contract at the price bid by the awarded Contractor on their price sheet submittal. If applicable, the drop fee will be added to each invoice (as a separate line item) whenever the tank is fueled. The fuel price coupled with the service fee is expected to cover all costs that are normally associated to fueling a tank and fulfillment of contract terms. However, an emergency service fee and standby fee may also be applied to bulk deliveries when applicable. See also, Bulk (subsection Service Fees), Will-call Service Fees, and Keep-full Service Fees in Contracts section.

5.9 OPIS UNAVAILABILITY

The Oil Price Information Service (OPIS) is what Office of State Procurement (OSP) uses for product pricing coupled with a multiplier. Should OPIS become unavailable or if the OPIS reference OSP uses for pricing become unavailable, the OSP may totally or partially terminate the contract or terminate and rebid the contract and the Contractor accepts and agrees to hold the state, OSP, and all contract customers harmless with no right to damages resulting from the early termination. The OSP

reserves the right to negotiate a substitute pricing mechanism with the Contractor that results in a mutually agreed contract amendment.

5.10 PRICE PROTECTION

For the term of the Contract, pricing and OPIS Multipliers for all Products will be no greater than those quoted in the response to the solicitation. If, however, during any term of the contract lower prices and rates become effective for like quantities of products under similar terms and conditions, through reduction in contractor's list prices, promotional discounts, or other circumstances, purchasers must be given immediate benefit of such lower prices and rates.

5.11 NO ADDITIONAL CHARGES

Unless otherwise specified in the solicitation, no additional charges by the Contractor will be allowed including, but not limited to: restocking fees, handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

5.12 PRICE ADJUSTMENTS

Contractor understands that except as stated below, no other price increases will be considered. However, OSP reserves the right to waive this condition for good cause.

B&O Tax: The state recognizes that fuel market fluctuations can impact the haulers B&O taxes as well as the cost of fuel needed to perform deliveries. Even so, the fixed service fee in combination with the OPIS fuel price multiplier allows bidders to protect profit margins regardless of market fluctuations. Furthermore, because all fuel related taxes are to be charged to customers on a pass-through basis, any fuel related tax code adjustments will not impact the bidder's profit margin. The only tax adjustment that could potentially impact the contractor(s) profit margins is B&O. Therefore, in the event the B&O tax increases (or decreases) the contractors OPIS fuel price multiplier may be adjusted relative to the adjustment to the B&O tax rate. No other price increases will be considered.

Diesel Exhaust Fluid (DEF): As a default, the moving party shall provide the other party 30 days notice of request for price adjustment with attached supporting documentation. OSP desires governmental data such as the BLS Producer Price Index as a validating mechanism for the change in price. However, OSP will consider other data but cautions the Contractor of the following. It is OSP's expectation that the Contractor keep its DEF supplier in check and not simply accept an unchallenged increase. OSP will not simply authorize and upward adjustment simply because the supplier is charging more. The increase must be reasonable under the circumstances and the Contractor must provide justification to OSP's satisfaction that the price charged represents a fair market value for the product, in that quantity, for the given delivery area, for that period of time. The parties may mutually agree to a modification from the default.

Contractors shall not make extensions contingent on price adjustments.

Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Documentation must be based on reliable government data.

Contractor shall provide a detailed breakdown of their costs. The grant of any price adjustment will be at the sole discretion of the OSP and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in

writing by the Contract Administrator of any price adjustment granted by the OSP, and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments granted by the OSP shall remain unchanged for at least 365 calendar days thereafter, and no request for adjustments in price will be considered during that time period.

Other Agreements: During contract life, should the contractor enter into an agreement (of similar in scope and value) with another customer which incorporates improved benefits or pricing, the contractor shall immediately notify the State Contract Administrator and amend the state contract to provide similar benefits or pricing.

5.13 DIRECT PURCHASE

Washington procurement law provides: That any agency may purchase material, supplies, services, and equipment for which the agency has notified the purchasing and material control director that it is more cost-effective for the agency to make the purchase directly from the vendor.

This is commonly referred to as the Best Buy Program. It generally allows an agency to purchase materials from a non-awarded supplier if the awarded contractor refuses to match the non-awarded supplier's firm and similar written "obligation". See the Washington Purchasing Manual Part 6.11 Best Buy Program for additional details. Link: <http://www.ga.wa.gov/PCA/manual.htm>

5.14 OPIS PRICE MULTIPLIERS AND RACK REFERENCE CITIES

NPS = North Puget Sound, CPS = Central Puget Sound, P = Peninsula, SW = Southwest, NC = North Central, SC = South Central, NE = North East, SE = South East

Region	Category	Company	Ref City/ Gas	Ref City/ ULSD2	Ref City/ ULSD1	Ref City/ Biodiesel	Ref City/ H.O.
NC	Bulk	Coleman	Spokane/ 1.0150	Spokane/ 1.0230	Spokane/ 1.0230	Tacoma/ 1.0200	Spokane/ 1.0230
NPS	Bulk	APP	Anacortes/ 0.9995	Anacortes/ 0.9995	Anacortes/ 1.0250	Tacoma/ 0.9950	Anacortes/ 0.9995
SC	Bulk	Seaport	Pasco/ 1.0030	Pasco/ 1.0040	Pasco/ 1.0100	Tacoma/ 1.0100	Pasco/ 1.0040

Region	Category	Company	Ref City/ Gas	Ref City/ ULSD2	Ref City/ ULSD1	Ref City/ Biodiesel	Ref City/ H.O.
SW	Bulk	W&F	Portland/ 1.0025	Portland/ 1.0085	Pasco/ 1.0750	Tacoma/ 1.0185	Portland/ 1.0085
NC	KF / WC	Coleman	Spokane/ 1.0150	Spokane/ 1.0230	Spokane/ 1.0230	Tacoma/ 1.0200	Spokane/ 1.0230
NPS	KF / WC	APP	Anacortes/ 0.9995	Anacortes/ 0.9995	Anacortes/ 1.025	Tacoma/ 0.9950	Anacortes/ 0.9995
SC	KF / WC	Seaport	Pasco/ 1.0000	Pasco/ 1.0000	Pasco/ 1.0000	Tacoma/ 1.0000	Pasco/ 1.0000
SW	KF / WC	W&F	Portland/ 1.0375	Portland/ 1.0375	Pasco/ 1.1000	Tacoma/ 1.0500	Portland/ 1.0500

NPS = North Puget Sound, CPS = Central Puget Sound, P = Peninsula, SW = Southwest,
 NC = North Central, SC = South Central, NE = North East, SE = South East

5.15 OPIS DAILY POSTING

The state will make available to our customers the OPIS daily averages for the purpose of validating contract prices have been correctly calculated. If it appears that an error has occurred with regard to an OPIS

posting, the state shall contact the publisher for clarification and the correct average price shall be applicable. Contractor shall be required to maintain their own subscription to OPIS in order to correctly calculate contract fuel prices. Please visit <https://fortress.wa.gov/ga/apps/priceinfo/default.aspx?date=NA> to view OPIS Daily Contract Average pricing.

5.16 SERVICE FEE & DROP FEE

The 00311 contract is made up of 16 regions/categories. Each region/category is made up of counties and each county has its own service fee. Each region has its own drop fee. See matrix below. See delivery terms above.

NPS = North Puget Sound, CPS = Central Puget Sound, P = Peninsula, SW = Southwest, NC = North Central, SC = South Central, NE = North East, SE = South East									
Category/Region	Company	King Co.	Pierce Co.	McNeil II.	Thurston Co.	not used	not used	not used	Drop Fee
Bulk CPS	PetroCard	\$0.00	\$0.00	\$0.00	\$0.00	not used	not used	not used	\$75.00
Category/Region	Company	Chelan Co.	Douglas Co.	Grant Co.	Okanogan Co.	not used	not used	not used	Drop Fee
Bulk NC	Coleman	\$150.00	\$150.00	\$150.00	\$175.00	not used	not used	not used	\$50.00
Category/Region	Company	Ferry Co.	Lincoln Co.	Pend Oreille Co.	Spokane Co.	Stevens Co.	not used	not used	Drop Fee
Bulk NE	Seaport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	not used	not used	\$45.00
Category/Region	Company	Island Co.	Skagit Co.	Snohomish Co.	Whatcom Co.	not used	not used	not used	Drop Fee
Bulk NPS	APP	\$40.00	\$40.00	\$50.00	\$40.00	not used	not used	not used	\$25.00
Category/Region	Company	Clallam Co.	Gray Harbor Co.	Jefferson Co.	Kitsap Co.	Mason Co.	not used	not used	Drop Fee
Bulk P	APP	\$90.00	\$65.00	\$65.00	\$30.00	\$40.00	not used	not used	\$25.00
Category/Region	Company	Benton Co.	Kittitas Co.	Klickitat Co.	Yakima Co.	not used	not used	not used	Drop Fee
Bulk SC	Seaport	\$0.00	\$0.00	\$0.00	\$0.00	not used	not used	not used	\$0.00
Category/Region	Company	Adams Co.	Asotin Co.	Columbia Co.	Franklin Co.	Garfield Co.	Walla Walla Co.	Whitman Co.	Drop Fee
Bulk SE	Seaport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$45.00
Category/Region	Company	Clark Co.	Cowlitz Co.	Lewis Co.	Pacific Co.	Skamania Co.	Wahkiakum Co.	not used	Drop Fee
Bulk SW	W&F	\$0.00	\$100.00	\$120.00	\$150.00	\$100.00	\$110.00	not used	\$0.00
Category/Region	Company	King Co.	Pierce Co.	McNeil II.	Thurston Co.	not used	not used	not used	Drop Fee
KF/WC CPS	APP	\$50.00	\$50.00	\$150.00	\$55.00	not used	not used	not used	\$25.00
Category/Region	Company	Chelan Co.	Douglas Co.	Grant Co.	Okanogan Co.	not used	not used	not used	Drop Fee
KF/WC NC	Coleman	\$200.00	\$200.00	\$200.00	\$250.00	not used	not used	not used	\$50.00
Category/Region	Company	Ferry Co.	Lincoln Co.	Pend Oreille Co.	Spokane Co.	Stevens Co.	not used	not used	Drop Fee
KF/WC NE	Coleman	\$200.00	\$150.00	\$170.00	\$150.00	\$200.00	not used	not used	\$50.00
Category/Region	Company	Island Co.	Skagit Co.	Snohomish Co.	Whatcom Co.	not used	not used	not used	Drop Fee
K NPS	APP	\$55.00	\$55.00	\$65.00	\$55.00	not used	not used	not used	\$25.00
Category/Region	Company	Clallam Co.	Gray Harbor Co.	Jefferson Co.	Kitsap Co.	Mason Co.	not used	not used	Drop Fee

CCI: Delivered Fuel – Bulk and Keep Full / Will Call

KF/WC P	APP	\$115.00	\$95.00	\$95.00	\$75.00	\$85.00	not used	not used	not used	\$25.00
Category/ Region	Company	Benton Co.	Kittitas Co.	Klickitat Co.	Yakima Co.	not used	not used	not used	not used	Drop Fee
KF/WC SC	Seaport	\$150.00	\$350.00	\$350.00	\$200.00	not used	not used	not used	not used	\$45.00
Category/ Region	Company	Adams Co.	Asotin Co.	Columbia Co.	Franklin Co.	Garfield Co.	Walla Walla Co.	Whitman Co.	not used	Drop Fee
KF/WC SE	Seaport	\$300.00	\$600.00	\$300.00	\$200.00	\$500.00	\$100.00	\$600.00	not used	\$45.00
Category/ Region	Company	Clark Co.	Cowlitz Co.	Lewis Co.	Pacific Co.	Skamania Co.	Wahkiakum Co.	not used	not used	Drop Fee
KF/WC SW	W&F	\$0.00	\$0.00	\$30.00	\$50.00	\$80.00	\$50.00	not used	not used	\$0.00

6 INVOICING REQUIREMENTS

6.1 GENERAL:

Payment is the sole responsibility of, and will be made by, the Purchaser.

Contractor shall provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order within 24 hours of delivery.

Each invoice shall be identified by the associated Contract Number; the Contractor's Statewide Vendor registration number assigned by Washington State Office of Financial Management (OFM), the applicable Purchaser's order number, and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under Chapter 39.76 RCW, if Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Contractor fails to make timely payment(s) or issuance of credit memos, the Purchaser may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

6.2 FUEL SPECIFIC:

The state recognizes payment delays can be costly but vendors should also recognize that the inability to readily validate contract pricing has been correctly calculated and that delivery terms have been fulfilled is the primary cause of payment delays. Therefore, so as to streamline invoice audits and to empower contractors to get paid more quickly, all invoices are to be accompanied with all supporting documentation needed to readily verify that contract prices have been correctly calculated and delivery terms have been met. This may include but may not be limited to:

- A copy of the applicable OPIS posting used to calculate contract pricing
- A copy of the meter ticket or bill of lading as applicable
- Record of before & after delivery stick level readings
- Delivery receipt signed by the appropriate customer representative

Note: If no customer representative is available to sign the delivery receipt, the before and after delivery stick level readings coupled with the meter ticket or bill of lading will serve as acceptable proof of delivery.

Invoices (as well as supporting documentation) are to be sent to the customer within 1-business days of the delivery and electronic invoices are to be followed up with hard copies. To ensure that invoices are processed in a timely manner contractors are to be diligent in preparing invoices as incorrect invoices may be returned unpaid for correction, reissue, and will likely result in delayed payments. A Sample Invoice can be found in Appendix D. The contractor shall submit a separate invoice for each delivery and at a minimum identify the following:

1. Contract number 00311
2. Customer name
3. Customer Purchase Order Number
4. Customer account number
5. Invoice number
6. Delivery location
7. Date of invoice
8. Date and time of delivery
9. Amount of fuel delivered (in gallons)
10. Description of fuel delivered (separate line item for each fuel type delivered)
11. Contractor's OPIS Daily bid multiplier
12. OPIS Daily average reference price
13. Fuel additives or conditioners (if applicable)
14. Contractor's service fee (relevant to that delivery site)
15. Emergency delivery fee (if applicable)
16. Standby fee (if applicable)

17. Fuel tax credits (if applicable)

18. Applicable fuel related taxes

19. Applicable fuel related fees (i.e. Hazmat, First Possessor)

SAMPLE INVOICE—KEEP-FULL & BULK DELIVERY [LAND]

Keep-Full or Bulk [Land] Delivery—Sample Invoice						
Customer Name:	<u>Department of Transportation</u>		Date of Delivery :	<u>01/02/06</u>		
Delivery Location:	<u>123 Smith Street NE, Olympia, WA</u>		Customer Account #:	<u>DOT-123</u>		
Fuel Type	OPIS Daily Average	x	OPIS Multiplier	x	Gallons Delivered	Fuel Price
<u>ULS Dyed #2</u>	<u>\$2.34</u>	x	0.9876	x	<u>3800</u>	\$8781.74
<u>ULS Dyed #1</u>	<u>\$2.56</u>	x	0.9876	x	<u>3800</u>	\$9,607.37
<u>B100 (BioDiesel)</u>	<u>\$3.45</u>	x	1.2345	x	<u>400</u>	\$1,703.61
BioDiesel "Blender" Tax Credit			(\$1.00 per gallon)	x	<u>400</u>	(\$400.00)
Additives / Conditioners						\$0.00
Service Fee (for <u>123 Smith Street NE, Olympia, WA</u>)						\$100.00
Emergency Delivery Fee	(Keep-Full not applicable)			N/A		\$0.00
Prompt Payment Discount (If applicable)				N/A		(\$0.00)
Taxes	Gasoline		Diesel		Heating	
Washington State and Local Sales Tax	(As Applicable)		(As Applicable)		N/A	\$640.00
<u>Washington State Hazardous Substance Tax</u>	\$0.007/gal		\$0.007/gal		\$0.007/gal	\$56.00
Washington State Fuel Tax	\$0.31 /gal		\$0.31 /gal		N/A	\$248.00
<u>Washington State Oil Spill Tax (per gallon)</u>	\$0.010/gal		\$0.010/gal		\$0.010/gal	\$80.00
Federal Excise Tax	\$0.184/gal		\$0.244/gal		N/A	\$1,792.00
Heating Oil Insurance Fee	N/A		N/A		\$0.006/gal	\$0.00
Federal Lust Tax	.001/gal		.001/gal		.001/gal	\$8.00
Total						\$22,616.72

n 220 haven
spokane, wa 99202
800.347.8273
fax 509.534.6988
www.petrocard.com



**TAX EXEMPT FUEL SALES
CERTIFICATE OF STATE AND LOCAL
GOVERNMENT UNIT**

(To support vendor's claim for a credit or payment under section 6416 of the Internal Revenue Code-Gas)

**PETROCARD SYSTEMS, INC.
FEDERAL ID #91-1311707**

The undersigned buyer ("Buyer") hereby certifies the following under penalties of perjury:

Buyer will use the gasoline fuel to which the certificate relates:

- For the exclusive use of a State, political subdivision of a State, or the District of Columbia.
 For the exclusive use of a Nonprofit educational organization.

This is a certificate covering all purchases under a specified account or order number:

1. Effective Date: 1/01/11
2. Expiration Date: 12/31/11 (period not to exceed one (1) year after the effective date)
3. Buyer account or order number: _____

Buyer will provide a new certificate to the seller if any information in this certificate changes. If Buyer uses the gasoline fuel to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for tax.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

David Leach
Signature

5-27-11
Date

DAVID LEACH
Printed Name of Person Signing

PROCUREMENT MANAGER
Title

KING COUNTY
Account Name

91-6001327
Federal ID#

401 5th AVENUE, SEATTLE, WA 98104
Address

220 Haven
Spokane, WA 99202
800.347.8273
Fax 509.534.6988
www.petrocard.com

**TAX EXEMPT FUEL SALES
CERTIFICATE OF FARMER OR STATE AND LOCAL
GOVERNMENT UNIT**



(To support vendor's claim for a credit or payment under section 6427 of the Internal Revenue Code—Diesel)

**PETROCARD SYSTEMS, INC.
FEDERAL ID #91-1311707**

The undersigned buyer ("Buyer") hereby certifies the following under penalties of perjury:

Buyer will use the diesel fuel to which the certificate relates (check one):

- For the exclusive use of a State, political subdivision of a State, or the District of Columbia.
- For the exclusive use of a Nonprofit educational organization

This is a certificate covering all purchases under a specified account or order number:

- 1 Effective Date: 1/1/11
- 2 Expiration Date: 12/31/11 (period not to exceed one (1) year after the effective date).
- 3 Buyer account or order number: _____

Buyer will provide a new certificate to the seller if any information in this certificate changes. If Buyer uses the diesel fuel to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for tax.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

David Leach
Signature

5-27-11
Date

DAVID LEACH
Printed Name of Person Signing

PROCUREMENT MANAGER
Title

KING COUNTY
Account Name

91-6001327
Federal ID#

401 5th AVENUE, SEATTLE, WA 98104
Address