



Memorandum

DATE: March 28, 2022

TO: Mayor and City Council

FROM: Eric Holmes, City Manager
Chad Eiken, Director, Community Development Department

RE: Free Fridge Program – Development Code Issue

Background

City Council recently expressed an interest in understanding code amendment options that may provide for a wider accommodation of uses such as the Free Fridge program that has appeared in some Vancouver neighborhoods. The Free Fridge Program which allows for individuals and groups to donate unused food and for those in need of fresh food to access it near where they live. Programs typically involve the placement of a refrigerator on a residential property near the sidewalk, with a canopy structure above for protection. These types of grass-roots volunteer driven programs to address food insecurity are not unique to Vancouver, but [are found in communities elsewhere in the nation](#).

This memo provides a brief overview of current code provisions, options and process and can inform Council direction on and priority of this issue.

Current Code

VMC Title 20, City Land Use and Development Code regulates allowed uses and development standards. "Accessory Structures" states that: *"A detached building, accessory to a single family or duplex residence, may be constructed according to the requirements and regulations for a principal building in the zone which it is located, e.g. total lot coverage, setbacks, building height, etc., except the accessory structure shall be located behind the front elevation of the primary structure"* (emphasis added) [VMC 20.902.02 A,1].

Such structures are not prohibited in side-yard (e.g. a corner lot) or rear yard setbacks (e.g. off of an alley) - only in front yards - so there are currently options for the free fridge program, albeit more limited than if such structures were allowed in front yards.

Additionally, accessory structures may be located within required setbacks from property lines (not including the front yard) if certain maximum height and size limits are met and, if such limitations are met, no permit is required.

The purpose of current policy is to maintain an orderly appearance of neighborhoods along streets, prevent undue crowding, restriction of access, and other potential or perceived adverse impacts on the site and surrounding properties.

This issue was last addressed in 2013. Prior to that time, the zoning code prohibited such structures in both the front and side street yards (e.g. on a corner lot), but was modified to apply to front yards only. At that time, the Planning Commission and Council, following significant deliberations, concluded that while structures should be allowed in the street side yard (if behind the front wall of the house), that the front yards should continue to remain free from any accessory structures.

Options & Process

Options

Should the council wish to pursue this issue, there would be a wide range of options that could be considered, from repealing the provision outright to some other iteration that would allow expanded opportunities. The Council could also consider a “pilot” period, or only allow exceptions in certain geographic areas or zones. Other options would likely emerge from engagement with the community and Planning Commission.

Process

Regardless of what option Council may wish to pursue, the process remains the same.

The above underlined section of code would need to be amended by Council, following a recommendation by the Planning Commission. As with all proposed code zoning amendments, staff would undertake a public notification and comment process to obtain feedback on the proposal and would plan to arrange for specific engagement with neighborhood associations. SEPA compliance would also be required. Overall, the process would take approximately 4-6 months, depending on community feedback and Planning Commission deliberations.

Based on current priorities established by Council earlier this biennium, immediate attention to this issue would require pausing work on other initiatives. If acceptable to Council, staff anticipates having capacity to initiate work on this code amendment in the fall without displacing other work.

Staff will be available at the April 4 Council meeting under City Manager Communications to answer any questions.

Free Fridge Program Development Code Issue



April 11, 2022

City Council Workshop

Chad Eiken, Community Development Director

Development Code Restriction

- VMC 902.02 A,1 “Accessory Structures” states that: *A detached building, accessory to a single family or duplex residence, may be constructed according to the requirements and regulations for a principal building in the zone which it is located, e.g. total lot coverage, setbacks, building height, etc., except the accessory structure shall be located behind the front elevation of the primary structure” (emphasis added)*
- Such structures are allowed in side-yard (e.g. a corner lot) or rear yard setbacks (e.g. off of an alley) – these are the only options for the free fridge program under current regulations
- Intent of current standard is to maintain an orderly appearance of neighborhoods along streets, prevent undue crowding, restriction of access, and other potential or perceived adverse impacts

Development Code Amendment

- Amendments to VMC Title 20 are made by Council following a recommendation by the Planning Commission
- As with all proposed code zoning amendments, staff would undertake a public engagement process to obtain feedback on the proposed changes
- Overall, the process would take approximately 3-5 months, depending on community feedback and Planning Commission deliberations
- Immediate attention to this issue would require pausing work on other initiatives, however staff anticipates having capacity to initiate a code amendment in the fall without displacing other work

Interim Approach

Council could authorize, via resolution, a temporary pilot program to allow protective structures for fridges in front yards, with or without parameters

- Allows for program to expand while potential code changes are explored
- Allows for “testing” and neighbor feedback, which can inform new regulations

Example parameters include:

- Limited duration, after which structures would need to be removed (if code not amended)
- Limit on number of fridges per neighborhood association area, or other min. spacing
- Development standards (e.g. max. size, height limits, garbage containment, etc.)

Questions and Discussion



Chad Eiken, Community Development Director
chad.eiken@cityofvancouver.us



MEMORANDUM

DATE: March 31, 2022

TO: Mayor and City Council

FROM: Nena Cook, Chief Assistant City Attorney

RE: **Potential changes to VMC 7.05.010, VMC 7.04 and VMC 2.46.020**

CC: Eric Holmes, City Manager

Background

Recently, Council heard testimony about concerns for the personal safety of community members, including the safety of City officials, employees and volunteers in their homes and at their workplaces. In response, Council asked staff to review the Vancouver Municipal Code ("VMC") to determine what changes, if any, Council could make to better protect community members experiencing targeted noise disturbances, protests at their homes, and threats arising from their service to the City. This memo:

- Describes the scope of changes available in light of constitutional time, place and manner limitations posed by the First Amendment
- Outlines various permissible changes to the Public Disturbance section of VMC 7.05 that would constitutionally balance free speech while limiting the targeted attacks and threats directed at community members in their homes.
- Identifies a proposed change to VMC 7.04 to restrict picketing in front of homes.
- Sets forth proposed amendments to VMC 2.46.020 to enhance the legal protections currently afforded City officials, employees and volunteers acting on behalf of the City.

First Amendment to the United States Constitution.

The First Amendment guarantees the right of free speech, but the City may impose restrictions on that speech as long as those restrictions are content-neutral, narrowly tailored to serve a significant government interest, and leave open ample alternative channels of communication. The United States Supreme Court has held that local governments have a substantial and justifiable interest in banning public speech directed at a private residence in order to protect those who are presumptively unwilling to receive it. *Frisby v. Schultz*, 487 U.S. 474, 108 S.Ct. 2495, 101 L.Ed.2d 420 (1988). In *Frisby*, the Supreme Court upheld the constitutional validity of an ordinance passed by the town of Brookfield, Wisconsin that declared it "unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the Town of Brookfield." The Supreme Court reasoned that "[t]he type of picketers banned by the ordinance generally do not seek to disseminate a message to the general public, but to intrude upon the targeted resident, and to do so in an especially offensive way. Moreover, even if some such picketers have a broader communicative purpose, their activity nonetheless inherently

and offensively intrudes on residential privacy. The devastating effect of targeted picketing on the quiet enjoyment of the home is beyond doubt: To those inside... the home becomes something less than a home when and while the picketing... continue[s]...[The] tensions and pressures may be psychological, not physical, but they are not, for that reason, less inimical to family privacy and truly domestic tranquility.” *Frisby*, 487 U.S. at 486.

As a result, City Council has discretion to abridge speech as long as it does so in a manner that is **content neutral, narrowly tailored** and **leaves open ample alternative channels of communication**. One way that this may be accomplished is by limiting the **level** of noise and **location** of noises during certain **times of the day and night** through VMC Chapter 7.05.

[Ch. 7.05 Public Disturbance | Vancouver Municipal Code](#)

Currently, VMC 7.05.010 restricts activities based on the sounds made (“yelling, shouting, hooting, whistling, singing” (“Certain Noises”)) and based on the time of day that they are made, “between the hours of 10:00 pm to 7:00 am.” Notably, other communities have regulated sound based upon audio qualities capable of objective measurement. To this end, Council’s options include:

Adding objective levels above which, certain sounds would constitute a *per se* violation of City ordinance, such as:

- Sounds registering at or above forty-five dBA measured from any adjacent parcel or public right of way; and/or
- Sounds that exceed the maximum permissible noise levels (EDNA) for a given area.

Refining the manner and time restrictions contained within the VMC as it is currently written by:

- expanding the hours when those Certain Noises are restricted;
- applying the same restrictions to additional types of noise (e.g. bullhorns);
- expanding the definition of “public disturbance” to include vibrations from those sounds.

Additionally, as Council evaluates the intended scope of this ordinance, it may be desirable to evaluate whether restrictions remain focused in residential districts or expanded to other parts of the City. Currently, VMC 7.05.010 restricts Certain Noises within “residential districts.” Staff would value Council’s feedback on whether it is desirable to restrict:

- Certain Noises citywide or based on zoning districts;
- Certain Noises and/or other noises in other districts like in Commercial, Mixed Use and/or Industrial Zones;
- Certain Noise and/or other noises within a set distance of any residence.

[Ch. 7.04 Pedestrian Interference | Vancouver Municipal Code](#)

Under VMC 7.04.020, a person is guilty of pedestrian interference if they intentionally “obstructs pedestrian or vehicle traffic.” Section 7.04.040(1) however, makes an exception to this prohibition for a person who is exercising “one’s constitutional right to picket or legally protest.” Under the US Supreme

Court case of *Frisby v. Schultz*, Council could consider changes to these code sections that would make it illegal for a person to conduct picketing activity directed at a residential home.

Commented [HE1]: What constitutes "picketing"?

[Ch. 2.46 Defense of Officials, Employees, and Volunteers | Vancouver Municipal Code](#)

Currently, VMC 2.46.020 authorizes the City to defend (and ultimately indemnify) an official, employee or volunteer of the City if those individuals are sued in their official capacity for conduct, acts or omissions they take (or do not take) on behalf of the City. However, currently this authorization does not permit the City Attorney's Office to initiate a civil action on behalf of an individual – even for the sake of obtaining a protective order. Council may wish to determine if the City should go beyond mere defense and indemnity under those circumstances and instead *initiate* a claim on the behalf of those individuals. Any type of affirmative relief would need to further a “fundamental public purpose of government” so as not to run afoul of the Gift of Public Funds Doctrine, which prevents the City from using money or resources to aid any one individual.

Council may wish to authorize the City Attorney's office to take certain action on behalf of an official, employee or volunteer for threats arising out of their work for the City, including:

- seeking a restraining order or an anti-harassment order against an alleged perpetrator;
- seeking an order of removal (trespass) of an unauthorized person;
- hiring outside counsel on behalf of the individual if the City has a conflict of interest.

In addition to these proposed changes, the City Manager currently has the authority to craft a administrative policy that would allow the City to provide financial assistance to an official, employee or volunteer experiencing targeted noise disturbances, protests at their homes, or threats arising from their service to the City. The assistance could include reimbursement for reasonable expenses including deployment of private security and/or costs of alternative housing and rental cars. No action by Council is required to establish such a policy, which is currently under development.

Process

Amendments to the applicable titles of the municipal code do not require any review by advisory bodies but rather can be changed at the discretion of Council subject to Charter compliant public hearing provisions. Depending on the degree of changes, Council may expect some level of community engagement to understand community concerns or interests associated with the potential of more stringent limits on expressive speech. Staff would seek guidance from Council on such expectations. The scope of community engagement would inform the timing of when changes could be brought forward for Council consideration.

Staff is available to answer any questions and looks forward to additional discussion on these topics at the April 4 meeting under City Manager communications before returning to City Council with specific code revision proposals.



Staff Report: 045-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/11/2022

SUBJECT Approval of an extension and increase to an existing contract with Western Equipment Distributors; WA State Contract #05218

Key Points

- The City initially contracted with Western Equipment Distributors through Washington State Contract #05218 for the purchase of lawn and grounds equipment.
- Purchases from this contract will exceed the City's purchasing \$300,000 threshold.
- The City has ongoing replacement needs within its fleet, and staff is recommending that the City Council approve the continued use of this contract, which ends March 31, 2025.
- All other terms and conditions of the underlying contract would remain the same.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the State of Washington.

Strategic Plan Alignment

Goal 1, Objective 1.2: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation

The City uses State of Washington contract #05218 for purchasing of equipment and repair parts for lawn and grounds mowing. This contract awarded to Western Equipment Distributors includes many of the City's uniform unit platforms. In keeping with Fleet Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the competitive contract pricing negotiated by the State of Washington.

Advantage(s)

1. Currently, the City purchases mowing equipment and repair parts through the State of Washington contract that match the current City standard.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational needs of multiple City maintenance departments.

3. The approval for continued use of this contract will enable Fleet Services to order the required fleet replacement equipment and repair parts while taking advantage of the Washington State contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

None. The City will stay within the current authorized budget for vehicle purchases.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to approve purchases under Washington State Contract #05218 for the life of the contract with Western Equipment Distributors, up to \$1,000,000.

Dan Zenger, Equipment Services Manager, 360-487-8205

ATTACHMENTS:

- ▣ Invitation to Bid
- ▣ Contract
- ▣ Purchase Order

COMPETITIVE SOLICITATION – No. 05218**LAWN & GROUNDS EQUIPMENT****INTRODUCTION**

The Washington State Department of Enterprise Services (Enterprise Services) is issuing this Competitive Solicitation pursuant to RCW chapter 39.26. Pursuant to this Competitive Solicitation, Enterprise Services intends to conduct a competitive procurement and establish and award a statewide Master Contract for eligible purchasers to procure Lawn & Grounds Equipment (“Equipment”).

This Competitive Solicitation is divided into four (4) sections:

- [Section 1](#) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for Enterprise Services’ Procurement Coordinator.
- [Section 2](#) provides important information about the procurement that is designed to help interested bidders evaluate the potential opportunity, including the purpose of the procurement and Master Contracts, the form of the resulting Master Contract, and potential contract sales.
- [Section 3](#) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.
- [Section 4](#) identifies how Enterprise Services will evaluate the bids.

In addition, this Competitive Solicitation includes the following Exhibits:

- [Exhibit A – Required Bidder Information](#): These exhibits identify information that bidders must provide to Enterprise Services to constitute a responsive bid. See Section 3, below.
 - Exhibit A-1 – Bidder’s Certification
 - Exhibit A-2 – Bidder’s Profile
- [Exhibit B – Specifications](#): This exhibit outlines the required specifications for the Equipment that is the subject of this Competitive Solicitation.
- [Exhibit C – Bid Price](#): This exhibit provides the pricing information that bidders will complete as part of their bid and the price evaluation tool that Enterprise Services will use to evaluate bids.
- [Exhibit D – Master Contract](#): This exhibit is a draft of the Master Contract that the successful bidder(s) will execute with Enterprise Services.
- [Exhibit E – Complaint, Debrief, & Protest Requirements](#): This exhibit details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
- [Exhibit F – Doing Business with the State of Washington](#): This exhibit provides information regarding contracting with the State of Washington.

SECTION 1 – DEADLINES, QUESTIONS, AND WHERE TO SUBMIT YOUR BID

This section identifies important deadlines for this Competitive Solicitation and where to direct questions regarding the Competitive Solicitation.

- 1.1. **COMPETITIVE SOLICITATION DEADLINES.** The following table identifies important dates for this Competitive Solicitation:

COMPETITIVE SOLICITATION DEADLINES	
ITEM	DATE
Competitive Solicitation Posting Date:	January 16, 2019
Pre-Bid Conference:	January 31, 2019 at 10am Attend in Person 1500 Jefferson St SW Room, 2330Room Olympia, WA 98512 Attend via Phone 360-407-3819 Conf ID/Pass code 21895
Question & Answer Period:	January 16, 2019 - February 8, 2019
Deadline for submitting Bids:	February 15, 2019
Anticipated Announcement of Apparent Successful Bidder(s) (ASB):	March 13, 2019
Anticipated Award of Master Contract(s):	April 1, 2019

- 1.2. **COMPETITIVE SOLICITATION QUESTIONS.** Questions or concerns regarding this Competitive Solicitation must be directed to the following Procurement Coordinator:

Procurement Coordinator	
Name:	Richard Worthy
Telephone:	360-407-7932
Email:	richard.worthy@des.wa.gov

Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to the Washington Electronic Business Solution (WEBS).

- 1.3. **COMPLAINTS, DEBRIEFS, & PROTESTS.** The Competitive Solicitation (and award of the Master Contract) is subject to complaints, debriefs, and protests as explained in [Exhibit E – Complaint, Debrief & Protest Requirements](#), which may impact the dates set forth above.
- 1.4. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** Enterprise Services reserves the right to amend and modify this Competitive Solicitation. Only bidders who have properly registered and downloaded the original Competitive Solicitation directly via WEBS will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation. Bidders must be registered in WEBS to be awarded a Master Contract. Visit [WEBS](#) to register.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the Competitive Solicitation and provides information about this procurement, including the potential scope of the opportunity.

2.1. **PURPOSE OF THE PROCUREMENT – AWARD A MASTER CONTRACT.** The purpose of this Competitive Solicitation is to receive competitive bids and award a statewide Master Contract for Lawn & Grounds Equipment.

- a. **MASTER CONTRACTS.** Enterprise Services has statewide responsibility to develop ‘master contracts’ for goods and services. A Master Contract is a contract for specific goods and/or services that is competitively solicited and established by Enterprise Services, on behalf of the State of Washington, for use by statutorily specified ‘purchasers’ (see below). Typically, purchasers use our Master Contracts through a purchase order, work order, or similar document.
- b. **MASTER CONTRACT USERS – ELIGIBLE PURCHASERS.** The resulting Master Contract from this Competitive Solicitation will be available for use by the following entities, each of whom is an eligible purchaser (“Purchasers”):
 - **WASHINGTON STATE AGENCIES.** All Washington State agencies, departments, offices, divisions, boards, and commissions.
 - **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any of the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - **MCUA PARTIES.** The Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

Enterprise Services maintains a list of eligible MCUA parties on the [MCUA Parties website](#).

While use of the Master Contract is optional for purchasers other than Washington State agencies, these entities’ use of the Master Contract can increase Master Contract use significantly. All purchasers are subject to the same contract terms, conditions, and pricing as Washington State agencies.

2.2. **MASTER CONTRACT.** The form of the Master Contract that will be awarded as a result of this Competitive Solicitation is attached as [Exhibit D – Master Contract](#).

- 2.3. **CONTRACT TERM.** As set forth in the attached Master Contract for this Competitive Solicitation, the contract term is seventy-two (72) months. Bidders are to specify discounts for the contract term. The Master Contract is subject to earlier termination.
- 2.4. **ESTIMATED SALES.** Historically, annual total sales were approximately \$63 million. Total potential or estimated contract sales is not known. As stated in this Competitive Solicitation, however, the resulting Master Contract will be available for use by all eligible purchasers. Such purchasers will decide whether the Master Contract meets their needs. Although Enterprise Services does not represent or guarantee any minimum purchase from the Master Contract, prior purchases under a similar contract are set forth in the following chart:

Sum of Total	
Cust. Type	Total
State Agencies	\$ 9,178,880.29
Associations	\$ 14,811.00
Cities	\$25,666,602.93
Counties	\$10,062,378.28
Customer	\$ 106,409.82
Districts	\$ 4,088,812.97
Federal	\$ 61,928.00
General Admin.	\$ 89,225.00
Higher Education	\$ 1,921,188.43
Libraries	\$ 17,879.00
Non-Profit	\$ 396,997.00
Ports	\$ 1,197,295.00
Private School	\$ 190,284.00
School Districts	\$ 6,524,439.08
Tribes	\$ 308,708.00
State of Oregon	\$ 3,797,907.32
Grand Total	\$63,737,638.12

SECTION 3 – HOW TO PREPARE AND SUBMIT A BID FOR THIS COMPETITIVE SOLICITATION

This section identifies how to prepare and submit your bid to Enterprise Services for this Competitive Solicitation. In addition, bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to Enterprise Services to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

- 3.1. **PRE-BID CONFERENCE.** Enterprise Services will host a Competitive Solicitation pre-bid conference at the time and location indicated in Section 1.1 of this Competitive Solicitation. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to clarify the Competitive Solicitation as needed and raise any issues or concerns that bidders may have. If interpretations, specifications, or other changes to the Competitive Solicitation are required as a result of the conference, the Procurement Coordinator will post an amendment to this Competitive Solicitation to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator.

- 3.2. **BID FORMAT.** Bids must be complete, legible, signed and follow all instructions stated in the Competitive Solicitation and exhibits. Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF.
- 3.3. **BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION.** During the Competitive Solicitation process, all bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator for this Competitive Solicitation. See Section 1.2 of this Competitive Solicitation. Bidders should rely only on this Competitive Solicitation and written amendments to the Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding the Competitive Solicitation be binding.
- Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow Enterprise Services to consider and, if warranted, respond to the inquiry. If a bidder does not notify Enterprise Services of an issue, exception, addition, or omission, Enterprise Services may consider the matter waived by the bidder for protest purposes.
 - If bidder inquiries result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
 - Unauthorized contact regarding this Competitive Solicitation with other state employees involved with the Competitive Solicitation may result in bidder disqualification.
- 3.4. **PRICING.** Bid prices must include all cost components needed for the delivery of the equipment as described in this Competitive Solicitation. See [Exhibit C – Bid Price](#). A bidder's failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.
- Inclusive Pricing: Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a Master Contract, the total discount for the equipment shall be bidder's discount as submitted. Except as provided in the Master Contract, there shall be no additional costs of any kind.
 - Credit Cards (P-Cards): In the event that bidder is awarded a Master Contract, the total price for the equipment shall be the same regardless of whether purchasers make payment by cash, credit card, or electronic payment. Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.
 - Vendor Management Fee: The resulting Master Contract from this Competitive Solicitation will include a Vendor Management Fee as specified in the Master Contract attached as [Exhibit D – Master Contract](#).
- 3.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES.** Enterprise Services will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation:
- None.
- 3.6. **BIDDER RESPONSIVENESS.** Bidders must submit complete bids. A bidder's failure to do so may result in a bid being deemed non-responsive and disqualified. Enterprise Services reserves the right to determine a bidders' compliance with the requirements specified in this Competitive

Solicitation and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders.

- 3.7. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to Enterprise Services to constitute a responsive bid. The submittals may be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder's failure to complete any submittal as instructed may result in the bid being rejected. Bidders must identify any supplemental materials with the bidder's name.

☐ **EXHIBIT A-1 – BIDDER'S CERTIFICATION**

This document is the Bidder's Certification.

Complete the certification, attach it to the bid along with any exceptions, and submit it to Enterprise Services. Note: the Certification must be complete.

Where there are choices, Bidder must check a box. The certification must be signed and submitted by a duly authorized representative for the Bidder.

☐ **EXHIBIT A-2 – BIDDER'S PROFILE**

This document is required bidder information for Enterprise Services' contract administration purposes.

Complete as instructed and submit with the bid to Enterprise Services.

☐ **EXHIBIT B – SPECIFICATIONS**

Bidder will need to confirm that they meet or exceed the detailed specifications addressed in [Exhibit B – Specifications](#).

☐ **EXHIBIT C – BID PRICE**

Bidder will need to complete the price worksheet templates as instructed in [Exhibit C – Bid Price](#).

- 3.8. **SUBMITTING BIDS.** Your electronic bid must be emailed to DESCPRMEnvironProtec@des.wa.gov. Enterprise Services email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.

SECTION 4 – BID EVALUATION

This section identifies how Enterprise Service will evaluate Competitive Solicitation bids.

- 4.1. **OVERVIEW.** Enterprise Services will evaluate bids for this Competitive Solicitation as described below.
- Bidder responsiveness, specification, price factors and responsibility, will be evaluated based on the process described herein.
 - Any bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.

- Enterprise Services reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in their bid; (4) Cancel the Competitive Solicitation and re-solicit bids; and/or (5) Negotiate with the lowest responsive and responsible bidder(s) to determine if such bid can be improved.
- Enterprise Services will use the following process and evaluation criteria for an award of a Master Contract:
 - **Step 1: Responsiveness.**
 - **Step 2: Specification Evaluation.**
 - **Step 3: Bid Evaluation.**
 - **Step 4: Responsibility Analysis.**
 - **Step 5: Contract Negotiations**

4.2. **RESPONSIVENESS (STEP 1).** Enterprise Services will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that Enterprise Services will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. Enterprise Services reserves the right – in its sole discretion – to determine whether a bid is responsive. Responsive bids will be evaluated as set forth herein.

4.3. **SPECIFICATIONS EVALUATION (STEP 2).** Enterprise Services will evaluate each bid to ensure that each bidder’s product meets the specifications set forth in *Exhibit B*. Enterprise Services reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder (“ASB”). A bidder’s failure to provide requested information to Enterprise Services within ten (10) business days may result in disqualification.

4.4. **BID PRICING EVALUATION (STEP 3).** Enterprise Services will evaluate the percentages bid to identify the highest percentage off the Manufacturer’s published Suggested Retail Price (MSRP), per manufacturer, by reviewing and comparing the submitted bid percentages provided in Exhibit C – Price Worksheet. Bidders may bid one or more regions, categories, and manufacturers. Enterprise Services will award award(s) shall be made to the bidder(s) offering the highest discount off list price per manufacturer, per category and region. Bidders may include additional discounts for attachments/accessories, repair parts/manuals, etc. appropriate to the scope of this Competitive Solicitation in Exhibit C – Price Worksheet. The additional discounts will not be evaluated and Enterprise Services reserves the right not to award these items.

4.5. **RESPONSIBILITY ANALYSIS (STEP 4).** For responsive bids, Enterprise Services will make reasonable inquiry to determine the responsibility of any bidder. Determination of responsibility will be made on a pass/fail basis. In determining responsibility, Enterprise Services will consider the following:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- Whether the bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;

- The previous and existing compliance by the bidder with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the Master Contract.

In addition, Enterprise Services may consider the following:

- Financial Information: Enterprise Services may request financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary. Failure to respond to these requests may result in a bid being rejected as non-responsive.
- References: Enterprise Services reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with equipment and/or services, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

4.6. **CONTRACT NEGOTIATIONS (STEP 5).** Enterprise Services may negotiate with the highest scored responsive responsible bidder(s) (Top Bidder) to finalize the Master Contract and to determine if the bid may be improved. If, after a reasonable period of time, Enterprise Services, in its judgement, cannot reach agreement on acceptable Master Contract terms with the Top Bidder, Enterprise Services may suspend negotiations and undertake negotiations with the next bidder as determined by the evaluations.

4.7. **ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** Enterprise Services will determine the Apparent Successful Bidder ("ASB"). The ASB will be the responsive and responsible bidder(s) that best meet(s) the Competitive Solicitation requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in [Exhibit C – Bid Price](#), and other factors as set forth in this Competitive Solicitation including any applicable state procurement priority or preference.

- Designation as an ASB does not imply that Enterprise Services will issue an award for a Master Contract to your firm. Rather, this designation allows Enterprise Services to perform further analysis and ask for additional documentation. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.
- Upon announcement of the ASB, bidders may request a debrief conference as specified in [Exhibit E – Complaint, Debrief & Protest Requirements](#).

4.8. **AWARD OF MASTER CONTRACT.** Subject to protests, if any, Enterprise Services and the ASB will enter into a Master Contract as set forth in [Exhibit D – Master Contract](#). An award, in part or full, is made and a contract formed by signature of Enterprise Services and awarded bidder on

the Master Contract. Enterprise Services reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Master Contract, all bidders registered in WEBS will receive a Notice of Award delivered to the bidder's email address provided in the bidder's profile in WEBS.

- 4.9. **BID INFORMATION AVAILABILITY.** Upon Enterprise Services' announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington's Public Records Act. See RCW 39.26.030(2). Upon Enterprise Services' announcement of ASB, Enterprise Services will post all bid evaluations to Enterprise Services' website.
- 4.10. **ADDITIONAL AWARDS.** Enterprise Services reserves the right, during the resulting Master Contract term, to make additional Master Contract awards to responsive, responsible bidders who provided a bid but who are not awarded a Master Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address a Contractor vacancy (e.g., a contractor is terminated or goes out of business), respond to Purchaser needs, or be in the best interest of the State of Washington.

REQUIRED BID SUBMITTALS

As part of a responsive, responsible bid, bidders must complete and return to Enterprise Services each of the exhibits set forth below:

EXHIBIT A-1 – BIDDER’S CERTIFICATION

Bidder must complete and submit via email one signed electronic copy of Exhibit A1 – Bidder’s Certification titled: **99999_A1_CompanyName** as a Microsoft Word or PDF.



ExhibitA1.docx

EXHIBIT A-2 – BIDDER’S PROFILE

Bidder must complete and submit via email one electronic copy of Exhibit A2 – Bidder’s Profile titled: **99999_A2_CompanyName** as a Microsoft Word or PDF.



ExhibitA2.docx

EXHIBIT B – SPECIFICATIONS

Bidder must complete and submit via email one signed electronic copy of Exhibit B – Specifications titled: **99999_B_CompanyName** as a Microsoft Word or PDF following the instructions at the top of the form.



ExhibitB.docx

EXHIBIT C – BID PRICE

Bidder must complete and submit via email one electronic copy of Exhibit C – Bid Price titled: **99999_C_CompanyName** as a Microsoft Excel document following the instructions at the top of the form.



Exhibit C Price
Sheet.xlsx

EXHIBIT D – MASTER CONTRACT

Exhibit D is a proposed master contract for your review. A final contract will be signed upon award. Bidder must submit any suggested changes in redline format. The exhibit should be titled: **03818_D_Company Name** as a Microsoft Word document.



ExhibitD.docx

EXHIBIT E – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This appendix details the applicable requirements for complaints, debriefs, and protests.

Complaints

This Competitive Solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. Enterprise Services will consider all complaints but is not required to adopt a complaint, in part or in full. If bidder complaints result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.

- *Criteria for Complaint:* A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
- *Initiating A Complaint:* A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see *Form and Substance, and Other* below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
- *Response:* When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS.
- *Response is Final:* The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed waived for protest purposes.

Debrief Conferences

A Debrief Conference is an opportunity for a bidder and the Procurement Coordinator to meet and discuss the bidder's bid. A debrief is a required prerequisite for a bidder wishing to file a protest. Following the evaluation of the bids, Enterprise Services will issue an announcement of the ASB. That announcement may be made by any means, but Enterprise Services likely will use email to the bidder's email address provided in the Bidder's Profile. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, Enterprise Services will offer the requesting bidder one meeting opportunity and notify the bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, Enterprise Services likely will schedule the Debrief Conference shortly after the announcement of the ASB and the bidder's request for a Debrief Conference. Enterprise Services will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives; bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

- *Timing:* A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder.
- *Purpose of Debrief Conference:* Any bidder who has submitted a timely bid response may request a Debrief Conference (see *Form and Substance, and Other* below). A Debrief Conference provides an opportunity for the bidder to meet with Enterprise Services to discuss its bid and evaluation.
- *Requesting a Debrief Conference:* The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences may be conducted either in person at the Enterprise Services offices in Olympia, Washington, or by telephone, as determined by Enterprise Services, and may be limited by Enterprise Services to a specified period of time. The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

Protests

Following a Debrief Conference, a bidder may protest the award of the Master Contract.

- *Criteria for a Protest:* A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the Competitive Solicitation.
- *Initiating a Protest:* Any bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Procurement Coordinator, within five (5) business days after the protesting bidder's Debriefing Conference (see *Form and Substance, and Other* below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- *Protest Response:* After reviewing the protest and available facts, Enterprise Services will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- *Decision is Final:* The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept Enterprise Services' protest response, the bidder may seek relief in Thurston County Superior Court.

Communication During Complaints, Debriefs, and Protests

All communications about this Competitive Solicitation, including complaints, debriefs, and protests, must be addressed to the Procurement Coordinator unless otherwise directed.

- *Form, Substance, & Other:* All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation number; (e) Conspicuously state "Complaint," "Debrief" or "Protest" in any subject line of any

correspondence or email, and (f) Be sent to the address identified in the table below.

- *Complaints & Protests:* All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

How to contact Enterprise Services

Complaint

Email

To the Procurement Coordinator
listed in this Competitive Solicitation.
Subject line must include “Complaint”

Mail

(**Name** of Procurement Coordinator)
Contracts & Procurement
Department of Enterprise Services,
P. O. Box 41411
Olympia, WA 98504-1411

Debrief Conference

Email

To the Procurement Coordinator
listed in this Competitive Solicitation.
Subject line must include “Debrief”

Protest

Email

To the procurement coordinator
listed in this Competitive Solicitation.
Subject line must include “Protest”

Mail

(**Name** of Procurement Coordinator)
Contracts & Procurement
Department of Enterprise Services
P. O. Box 41411
Olympia, WA 98504-1411

EXHIBIT F— DOING BUSINESS WITH THE STATE OF WASHINGTON

This exhibit provides information regarding how to contract with and do business with the State of Washington.

Washington's Public Records Act – Public Records Disclosure Requests

All documents (written and electronic) submitted to Enterprise Services as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure *if* requested. See RCW chapter 42.56, Public Records Act.

Enterprise Services strongly discourages bidders from unnecessarily submitting sensitive information (e.g., information that you might categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).

- If, in your judgment, there is an applicable statutory exemption from disclosure for certain portions of your bid, please mark the precise portion(s) of the relevant page(s) of your bid that you believe are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
- In addition, if, in your judgment, certain portions of your bid are not statutorily exempt from disclosure but are sensitive because these particular portions of your bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that your firm protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of your bid that include such sensitive information.

In the event that Enterprise Services receives a public records disclosure request pertaining to information that you have submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following:

- Enterprise Services' Public Records Officer will review any records marked as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the document(s) as appropriate.
- For documents marked 'sensitive' or for documents where Enterprise Services either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify the bidder at the address provided in the bid submittal of the public records disclosure request and identify the date that Enterprise Services intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless the bidder, at bidder's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested document(s) on the date specified. Bidder's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt or protected from disclosure.

Economic Goals

In support of the state's economic goals bidders are encouraged to consider the following in responding to this Competitive Solicitation:

- Support for a diverse supplier pool, including, veteran-owned, minority-owned and women-owned business enterprises. Results Washington has established the following voluntary numerical goals for this Competitive Solicitation:
 - Ten (10) percent minority-owned businesses (MBE);
 - Six (6) percent women-owned businesses (WBE);
 - Five (5) percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified.

- Veterans and U.S. active duty, reserve or National Guard service-members are eligible for the registry. The veteran or service-member must control and own at least fifty-one (51) percent of the business and the business must be legally operating in the State of Washington. Control means the authority or ability to direct, regulate or influence day-to-day operations.

Resources

- Register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). Note: There is no cost to register on WEBS.
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or [OMWBE](#).
- Contact the Washington State Department of Veterans' Affairs about veteran-owned businesses certification at (360) 725-2169 or [DVA](#).
- Contact Enterprise Services about small and diverse business inclusion.

MASTER CONTRACT

No. 05218

LAWN & GROUNDS EQUIPMENT

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

WESTERN EQUIPMENT DIST.

Dated April 1, 2019

MASTER CONTRACT

No. 05218

LAWN & GROUNDS EQUIPMENT

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Western Equipment Dist., a California Corporation ("Contractor") and is dated as of April 1, 2019.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 05218 dated January 16, 2019 regarding **LAWN & GROUNDS EQUIPMENT**
- C. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM.

The term of this Master Contract is seventy-two (72) months, commencing April 1, 2019 and ending March 31 2025

2. ELIGIBLE PURCHASERS.

This Master Contract may be utilized by any of the following types of entities ("Purchaser"):

- 2.1. WASHINGTON STATE AGENCIES. This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
- 2.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Equipment*.
- 3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. PRODUCT AND PRICE CHANGES. Pricing and products will be held until December 31, 2019. Products and pricing (MSRP, not percentage discount) Product Pricing is list price at the time of order. Contractor may not change the percent discount. Prices must be based on the current printed catalog or Manufacturer's Suggested Retail Price (MSRP) list. A completed list of suggested pricing (MSRP) and product changes must be sent to the Contract Administrator for approval sixty (60) days prior to the requested date of the changes taking effect. No changes may be made to the Contractor hosted website until written approval is provided by the Contract Administrator.
- 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES

- 4.1. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.2. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.
- 4.6. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full

compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

- 4.7. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.8. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.9. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.10. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.11. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number.
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
 - (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
 - (d) Freight is prepaid and added as a separate line item to the invoice. Copies of the freight invoice must be delivered with the equipment or provided with the invoice.
 - (e) The method of shipment shall be consistent with the nature of the Equipment and hazards of transportation.
- 5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- 5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

- 6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 05218
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Richard Worthy
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7932
Email: richard.worthy@des.wa.gov

Contractor

Attn: Jeff Perry
Western Equipment Distributors
5869 South 194th Street
Kent, WA 98032
Tel: (253) 398-2996
Email: jeff.perry@turfstar.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Jeff Perry
Western Equipment Distributors
5869 South 194th Street
Kent, WA 98032
Email: jeff.perry@turfstar.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. Contractor Sales Reporting; Vendor Management Fee; & Contractor Reports.

8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .0150.$$
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the

year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 8.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions.

This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

12. DISPUTE RESOLUTION.

- 12.1. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 13.3. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 13.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

13.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

- 14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 14.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 14.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master

Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 14.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 14.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any

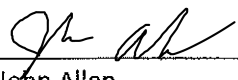
subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 14.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

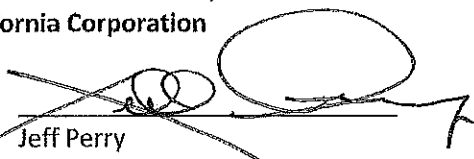
14.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
John Allen
Its: Procurement Supervisor

WESTERN EQUIPMENT DIST.,
a California Corporation

By: 
Jeff Perry
Its: Regional Sales & Operation Manager

Included Goods/Services

Vendor	Category	Manufacturer	Regions
Western Equipment Dist	2	Toro - 30" Timemaster Mowers - All inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	2	Toro - Recycler Series (except 20377 & 20378))	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	2	Toro - Super Recycler Series All Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	2	Toro- Recycler Series 20377 & 20378	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	3	Toro - Time Cutter & Time Cutter MX Consumer Z models- All inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	3	Toro - Titan ZX & MX Consumer Z Models- All inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	7	Toro 21" Professional Walk-Behind Mowers All Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	7	Toro 30" Turfmaster Walk-Behind Mowers All Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	7	Toro Mid-Size Walk-Behind Mowers All Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	8	Toro 2000 & 2500 Titan HD Series (Does not Include Titan 1500)	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	8	Toro Grand Stand on Mowers All Models	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	8	Toro Groundsmaster 360-All Models Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	8	Toro Groundsmaster 7200 & 7210-All Models Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central

Western Equipment Dist	9	Toro Groundsmaster 3280 4WD	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	9	Toro Groundsmaster 360-All Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Progressive Turf Pro-Flex 120B Red, Cutting Width: 10'	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Progressive Turf Slope-Pro High Drive Remote Controlled Mower	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Progressive Turf TD65-2B Cutting Width: 12'	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Progressive Turf TDR-12B Cutting Width: 12'	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Progressive Turf TDR-15B Cutting Width: 15'	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Progressive Turf Three Point Hitch Finishing Mowers: SDR-65 Cutting Width 65"	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Progressive TurfTD65B Cutting Width: 15'	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Toro Groundmaster 4000/4010, 4100/4110 & 5900/5910	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Toro Groundmaster 4000/4010, 4100/4110 & 5900/5910 3-5 unit Purchase of same product or Toro products listed from Categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Toro Groundmaster 4000/4010, 4100/4110 & 5900/5910 6+ unit Purchase of same product or Toro products listed from Categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Toro Groundsmaster 1200	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	10	Toro Groundsmaster 360 with Model 31101 100" Deck	Northwest, North Central, Eastern, Olympic, Southwest, South Central

Western Equipment Dist	11	DewEze All Terrain (Hillside) Mowers Model ATM 72LC, 72" 30.2 HP	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	12	Toro Outcross 9600 (With Canopy)	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	12	Toro Siteworks System/Dingo Compact Utility	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	13	Marksman Manufacturing	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	13	Toro Concrete Mixers, mortar mixer tow pole, rammer, mud buggy, trench roller, concrete vibrator, concrete saw, power trowl, power screed	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	13	Toro Forward & Reversible Plate Compactor	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	13	Toro Outcross 9600 Attachments Only	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	13	Toro Siteworks system/Dingo Equipment attachments	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	13	Toro Turf Renovation	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	16	Toro GTX, MDX, MDX-D, HD, HDX-Kubota Gas (No Bed), HDX-Kubota Gas (2WD), HDX-Kubota Diesel (4WD), HDX-Kubota Diesel (2WD), HDX-Automatic	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	16	Toro GTX, MDX, MDX-D, HD, HDX-Kubota Gas (No Bed), HDX-Kubota Gas (2WD), HDX-Kubota Diesel (4WD), HDX-Kubota Diesel (2WD), HDX-Automatic 6+Unit Purchase of same product or with Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	16	Toro GTX, MDX, MDX-D, HD, HDX-Kubota Gas (No Bed), HDX-Kubota Gas (2WD), HDX-Kubota Diesel (4WD), HDX-Kubota Diesel (2WD), HDX-Automatic Unit, 3-5 Unit Purchase of same product with purchase of Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central

Western Equipment Dist	20	Bell Turf Equipment	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Bishop Enterprises	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Broyhill	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Casket Transporter (Bi-State Steel Co.)	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Cool Tops	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Edge-Pro	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Fairway Café	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	First Products	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Foley	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Golf Lift	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Groundsman Industries	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Harper Industries	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Lely	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Linemark	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	M-B Companies	Northwest, North Central, Eastern, Olympic, Southwest, South Central

Western Equipment Dist	20	Nordic Plow	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Patriot Lift	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Rahn	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Ryan Products	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Salsco	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Sweep-N-Fill (Dream Turf Equipment)	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	TIP Improvement Products	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro 648, 864 & 1298 Aerator, Deep Tine Aerators, ProCore Processor, Topdressers and material handlers, Overseeder and Application Equipment (Multipo 1250 & 5800) Sandpros/Infield Pros, Debris Equipment - 3-5 Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro 648, 864 & 1298 Aerator, Deep Tine Aerators, ProCore Processor, Topdressers and material handlers, Overseeder and Application Equipment (Multipo 1250 & 5800) Sandpros/Infield Pros, Debris Equipment - 6+Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	
Western Equipment Dist	20	Toro 648, 864 & 1298 Aerator, Deep Tine Aerators, ProCore Processor, Topdressers and material handlers, Overseeder and Application Equipment (Multipo 1250 & 5800) Sandpros/Infield Pros, Debris Equipment - Single unit Purchase	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Greensmaster walk & riding triplex mowers - Single unit purchase	Northwest, North Central, Eastern, Olympic, Southwest, South Central

Western Equipment Dist	20	Toro Greensmaster walk & riding triplex mowers - 6+Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Greensmaster walk & riding triplex mowers -3-5 Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Greenspro 1260 Roller (Includes Armrest & LED Light Kits Standard)	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Groundsmaster 3500/3505, 4300,4700 Contour Rotary Mowers - 3-5 Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Groundsmaster 3500/3505, 4300,4700 Contour Rotary Mowers - 6+Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Groundsmaster 3500/3505, 4300,4700 Contour Rotary Mowers - Single Purchase	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Groundsmaster 360, 7200/7210, 3500/3505 All Models inclusive 3-5 Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Groundsmaster 360, 7200/7210, 3500/3505 All Models inclusive 6+Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Groundsmaster 360, 7200/7210, 3500/3505 All Models inclusive Single unit purchase	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Hover Pro	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Reelmaster Products 3100D, 5210/5410, 5510/5610 Universal Pull Gangs & Frames- Single Unit Purchase	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Toro Reelmaster Products 3100D, 5210/5410, 5510/5610, RM 7000, Universal Pull Gangs & Frames- 3-5 unit purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central

Western Equipment Dist	20	Toro Reelmaster Products 3100D, 5210/5410, 5510/5610, RM 7000, Universal Pull Gangs & Frames- 6+ unit purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Turf Pride	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Turflite Inc.	Northwest, North Central, Eastern, Olympic, Southwest, South Central
Western Equipment Dist	20	Weeding Tech	Northwest, North Central, Eastern, Olympic, Southwest, South Central

Exhibit B

Prices for Goods/Services

Vendor	Category	Manufacturer	Regions	Manufacturer Discount
Western Equipment Dist	2	Toro - 30" Timemaster Mowers - All inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
Western Equipment Dist	2	Toro - Recycler Series (except 20377 & 20378))	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
Western Equipment Dist	2	Toro - Super Recycler Series All Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
Western Equipment Dist	2	Toro- Recycler Series 20377 & 20378	Northwest, North Central, Eastern, Olympic, Southwest, South Central	5%
Western Equipment Dist	3	Toro - Time Cutter & Time Cutter MX Consumer Z models- All inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central	10%
Western Equipment Dist	3	Toro - Titan ZX & MX Consumer Z Models- All inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	7	Toro 21" Professional Walk-Behind Mowers All Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central	28%
Western Equipment Dist	7	Toro 30" Turfmaster Walk-Behind Mowers All Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central	28%
Western Equipment Dist	7	Toro Mid-Size Walk-Behind Mowers All Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central	28%
Western Equipment Dist	8	Toro 2000 & 2500 Titan HD Series (Does not Include Titan 1500)	Northwest, North Central, Eastern, Olympic, Southwest, South Central	28%
Western Equipment Dist	8	Toro Grand Stand on Mowers All Models	Northwest, North Central, Eastern, Olympic, Southwest, South Central	28%
Western Equipment Dist	8	Toro Groundsmaster 360-All Models Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	8	Toro Groundsmaster 7200 & 7210-All Models Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%

Western Equipment Dist	9	Toro Groundsmaster 3280 4WD	Northwest, North Central, Eastern, Olympic, Southwest, South Central	24%
Western Equipment Dist	9	Toro Groundsmaster 360-All Inclusive	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	10	Progressive Turf Pro-Flex 120B Red, Cutting Width: 10'	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	10	Progressive Turf Slope-Pro High Drive Remote Controlled Mower	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	10	Progressive Turf TD65-2B Cutting Width: 12'	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	10	Progressive Turf TDR-12B Cutting Width: 12'	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	10	Progressive Turf TDR-15B Cutting Width: 15'	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	10	Progressive Turf Three Point Hitch Finishing Mowers: SDR-65 Cutting Width 65"	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	10	Progressive Turf TD65B Cutting Width: 15'	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	10	Toro Groundmaster 4000/4010, 4100/4110 & 5900/5910	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	10	Toro Groundmaster 4000/4010, 4100/4110 & 5900/5910 3-5 unit Purchase of same product or Toro products listed from Categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	21%
Western Equipment Dist	10	Toro Groundmaster 4000/4010, 4100/4110 & 5900/5910 6+ unit Purchase of same product or Toro products listed from Categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
Western Equipment Dist	10	Toro Groundsmaster 1200	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%

Western Equipment Dist	10	Toro Groundsmaster 360 with Model 31101 100" Deck	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	11	DewEze All Terrain (Hillside) Mowers Model ATM 72LC, 72" 30.2 HP	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	12	Toro Outcross 9600 (With Canopy)	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	12	Toro Siteworks System/Dingo Compact Utility	Northwest, North Central, Eastern, Olympic, Southwest, South Central	16%
Western Equipment Dist	13	Marksman Manufacturing	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	13	Toro Concrete Mixers, mortar mixer tow pole, rammer, mud buggy, trench roller, concrete vibrator, concrete saw, power trowl, power screed	Northwest, North Central, Eastern, Olympic, Southwest, South Central	5%
Western Equipment Dist	13	Toro Forward & Reversible Plate Compactor	Northwest, North Central, Eastern, Olympic, Southwest, South Central	5%
Western Equipment Dist	13	Toro Outcross 9600 Attachments Only	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	13	Toro Siteworks system/Dingo Equipment attachments	Northwest, North Central, Eastern, Olympic, Southwest, South Central	17%
Western Equipment Dist	13	Toro Turf Renovation	Northwest, North Central, Eastern, Olympic, Southwest, South Central	28%
Western Equipment Dist	16	Toro GTX, MDX, MDX-D, HD, HDX-Kubota Gas (No Bed), HDX-Kubota Gas (2WD), HDX-Kubota Diesel (4WD), HDX-Kubota Diesel (2WD), HDX-Automatic	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	16	Toro GTX, MDX, MDX-D, HD, HDX-Kubota Gas (No Bed), HDX-Kubota Gas (2WD), HDX-Kubota Diesel (4WD), HDX-Kubota Diesel (2WD), HDX-Automatic 6+Unit Purchase of same product or with Toro	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%

		product listed from categories 10, 16 or 20		
Western Equipment Dist	16	Toro GTX, MDX, MDX-D, HD, HDX-Kubota Gas (No Bed), HDX-Kubota Gas (2WD), HDX-Kubota Diesel (4WD), HDX-Kubota Diesel (2WD), HDX-Automatic Unit, 3-5 Unit Purchase of same product with purchase of Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	21%
Western Equipment Dist	20	Bell Turf Equipment	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Bishop Enterprises	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Broyhill	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Casket Transporter (Bi-State Steel Co.)	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Cool Tops	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Edge-Pro	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Fairway Café	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	First Products	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Foley	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Golf Lift	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Groundsman Industries	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%

Western Equipment Dist	20	Harper Industries	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Lely	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Linemark	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	M-B Companies	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Nordic Plow	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Patriot Lift	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Rahn	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Ryan Products	Northwest, North Central, Eastern, Olympic, Southwest, South Central	25%
Western Equipment Dist	20	Salsco	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Sweep-N-Fill (Dream Turf Equipment)	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	TIP Improvement Products	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Toro 648, 864 & 1298 Aerator, Deep Tine Aerators, ProCore Processor, Topdressers and material handlers, Overseeder and Application Equipment (Multipo 1250 & 5800) Sandpros/Infield Pros, Debris Equipment - 3-5 Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	21%

Western Equipment Dist	20	Toro 648, 864 & 1298 Aerator, Deep Tine Aerators, ProCore Processor, Topdressers and material handlers, Overseeder and Application Equipment (Multipo 1250 & 5800) Sandpros/Infield Pros, Debris Equipment - 6+Unit Purchase of same product or Toro product listed from categories 10, 16 or 20		22%
Western Equipment Dist	20	Toro 648, 864 & 1298 Aerator, Deep Tine Aerators, ProCore Processor, Topdressers and material handlers, Overseeder and Application Equipment (Multipo 1250 & 5800) Sandpros/Infield Pros, Debris Equipment - Single unit Purchase	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	20	Toro Greensmaster walk & riding triplex mowers - Single unit purchase	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	20	Toro Greensmaster walk & riding triplex mowers - 6+Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
Western Equipment Dist	20	Toro Greensmaster walk & riding triplex mowers -3-5 Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	21%
Western Equipment Dist	20	Toro Greenspro 1260 Roller (Includes Armrest & LED Light Kits Standard)	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	20	Toro Groundsmaster 3500/3505, 4300,4700 Contour Rotary Mowers - 3-5 Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	21%
Western Equipment Dist	20	Toro Groundsmaster 3500/3505, 4300,4700 Contour Rotary Mowers - 6+Unit Purchase of same product or	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%

		Toro product listed from categories 10, 16 or 20		
Western Equipment Dist	20	Toro Groundsmaster 3500/3505, 4300,4700 Contour Rotary Mowers - Single Purchase	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	20	Toro Groundsmaster 360, 7200/7210, 3500/3505 All Models inclusive 3-5 Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	21%
Western Equipment Dist	20	Toro Groundsmaster 360, 7200/7210, 3500/3505 All Models inclusive 6+Unit Purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
Western Equipment Dist	20	Toro Groundsmaster 360, 7200/7210, 3500/3505 All Models inclusive Single unit purchase	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	20	Toro Hover Pro	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	20	Toro Reelmaster Products 3100D, 5210/5410, 5510/5610 Universal Pull Gangs & Frames- Single Unit Purchase	Northwest, North Central, Eastern, Olympic, Southwest, South Central	20%
Western Equipment Dist	20	Toro Reelmaster Products 3100D, 5210/5410, 5510/5610, RM 7000, Universal Pull Gangs & Frames- 3-5 unit purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	21%
Western Equipment Dist	20	Toro Reelmaster Products 3100D, 5210/5410, 5510/5610, RM 7000, Universal Pull Gangs & Frames- 6+ unit purchase of same product or Toro product listed from categories 10, 16 or 20	Northwest, North Central, Eastern, Olympic, Southwest, South Central	22%
Western Equipment Dist	20	Turf Pride	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%

Western Equipment Dist	20	Turflite Inc.	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%
Western Equipment Dist	20	Weeding Tech	Northwest, North Central, Eastern, Olympic, Southwest, South Central	0%

Insurance Requirements

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Workers' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Specification	
1.	If other than the manufacturer, bidder shall provide a current, dated, and signed letter from each manufacturer indicated Bidder is an authorized distributor, dealer, or service representative.
2.	Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of order.
3.	All materials and equipment shall be new, unused, of the latest model or design and of recent manufacture.
4.	Freight is prepaid and added as a separate line item to the invoice. Copies of the freight invoice must be delivered with the equipment or provided with the invoice.
5.	The method of shipment shall be consistent with the nature of the Equipment and hazards of transportation.
6.	Contractor bears all risks of loss, damage, or destruction of the Products ordered until Delivery Date or Acceptance except loss or damage attributable to Purchaser's fault or negligence.
7.	All equipment shall be delivered with at least one copy of the operator's manual or access to electronic version of the repair manual to include a parts catalog or list.
8.	All equipment, to the extent possible and that which is considered standard to the industry, shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Purchaser. Liability for Product delivery remains with the contractor until properly delivered and accepted.
9.	Some Purchasers may require equipment to be setup, tested and ready for operation prior to acceptance. Bidder may provide a cost for such service in Exhibit C Price Sheet.
10.	Bids that are submitted from manufacturers that require service through dealer outlets must include a letter signed by each dealer certifying full understanding and compliance with contract terms and conditions.
11.	Bidders shall develop and maintain an online catalog complete with model numbers, description, pricing and other information as needed for all equipment awarded under this contract. The online catalog shall be accessible to customers by internet link and functional during the life of the contract.
12.	Bidder may offer a trade-in program by submitting a separate document indicating the process. Process will be reviewed by stakeholders and added to the contract, if appropriate.



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order Number: PO-55266
Revision Number: 0
Purchase Order Date: 1/5/21

This Purchase Order number **MUST** appear on all invoices, packing lists, and correspondence related to this order.

Western Equipment Distributors
 5869 S 194th St
 Kent, WA 98032

Submit Invoice To:

City of Vancouver
 Jacob Mahan
 P.O. Box 1995
 Vancouver, WA 98668
 Jacob.Mahan@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Jacob Mahan
 Ops Center - Equipment Services
 4711 E Fourth Plain Blvd
 Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Jacob Mahan / (360) 487-8195 x8195 Jacob.Mahan@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Amount
1	PARTS FOR STOCK AND MOWER REPAIRS 2021. WA STATE CONTRACT #05218	40000	Each	1.00	40,000.00
				Subtotal:	\$40,000.00
				Tax:	\$3,360.00
				Total:	\$43,360.00

Note to Supplier

Enter this URL <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the General terms and conditions or the Professional Services terms and conditions, whichever apply to this purchase order. Any amendments to this purchase order take full precedent over said terms and conditions.

Authorized Signature



Staff Report: 046-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/11/2022

SUBJECT Approval of an increase to an existing contract with KBT Distributing; WA State Contract #08721

Key Points

- The City is contracted with KBT Distributing through Washington State Contract #08721 for purchasing regular and alternative blends of unleaded fuel.
- Purchases from this contract will exceed the City's purchasing \$300,000 threshold.
- The City uses on average 240,000 gallons of unleaded fuel annually.
- Staff is recommending that the City Council approve the continued use of this contract, which ends December 31, 2025.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the State of Washington.

Strategic Plan Alignment

Goal 1, Objective 1.2: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation

The City uses State of Washington contract #08721 for purchasing regular and alternative blends of unleaded fuel. This fuel is used to power the City's fleet and other emergency equipment. In keeping with Fleet Service's effort to protect itself from fluctuating fuel prices, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Advantage(s)

1. Currently, the City purchases unleaded fuel through the State of Washington contract that matches the current City standard. This contract also allows for purchasing blends of fuel that will reflect the Council's direction toward sustainability.
2. The vendor covered under this contract has continuously provided high quality, dependable fuel and services that help maintain uniformity in the City fleet and the operational needs of multiple City maintenance departments.

3. The approval for continued use of this contract will enable Fleet Services to order fuel while taking advantage of the Washington State contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

None. Current budget has sufficient appropriation for fuel purchases.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to approve purchases under Washington State Contract #08721 for the life of the contract with KBT Distributing, up to the current authorized budget.

Authorize an increase to the maximum authorized amount under the Washington State Contract #08721 to \$15,000,000 with KBT Distributing.

Dan Zenger, Equipment Services Manager, 360-487-8205

ATTACHMENTS:

- ▣ Solicitation
- ▣ KBT Contract



REGIONAL MASTER CONTRACT COMPETITIVE SOLICITATION – No. 08721

FUELS: GASOLINE, DIESEL, & RENEWABLE

INTRODUCTION

The Washington State Department of Enterprise Services (Enterprise Services) is issuing this Competitive Solicitation pursuant to RCW 39.26. Pursuant to this Competitive Solicitation, Enterprise Services intends to conduct a competitive procurement to establish and award regional Master Contracts (“Master Contracts”) for eligible purchasers to purchase certain fuels. As set forth in the following summary chart, eligible purchasers will be able to purchase the following fuel types:

- Will Call/Keep Full fuels:
 - Gasoline: Unleaded Regular, Mid-Grade, Premium; E15 (E11-E15% Ethanol), and Flex-Fuel (51-83% Ethanol)
 - Diesel: Ultra-Low Sulfur Diesel #2 Clear and Dyed, Ultra-Low Sulfur Diesel #1 Clear and Dyed
 - Biodiesel: Clear and Dyed
- Renewable Gasoline: Isobutanol and Bio-isooctane
- Renewable Diesel: Clear and Dyed

The regions are comprised of the following counties:

- **NORTHWEST 1:** King and Snohomish
- **NORTHWEST 2:** Island, Skagit, and Whatcom
- **OLYMPIC:** Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston
- **SOUTHWEST:** Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, and Wahkiakum
- **NORTH CENTRAL:** Chelan, Douglas, Grant, and Okanogan
- **SOUTH CENTRAL:** Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima
- **EASTERN:** Adams, Ferry, Lincoln, Pend Oreille, Spokane, Stevens, and Whitman

As set forth in the summary table (below), in each applicable region, a Master Contract will be awarded for each of the following categories:

CATEGORY	NOTES
Will Call	Will call is for as-needed fuel delivery to a fuel site that is scheduled as part of the order. Purchasers make will call orders directly to the Contractor.
Keep Full	Keep full is an arrangement between the Purchaser and the Contractor to keep designated fuel tanks above a certain level. With Keep Full, the Contractor may be notified to deliver fuel via Purchaser report,

	electronic tank monitoring, by Contractor managing the fuel levels, or other agreed upon method.
Renewable Diesel	Renewable Diesel award is for fuel blends including at minimum 5% renewable diesel. The renewable diesel award includes both will call and keep full delivery mechanism.
Renewable Gasoline	Renewable Gasoline award is for isobutanol or bio-isooctane fuels and fuel blends. The renewable gasoline award includes both will call and keep full delivery mechanism.

To facilitate state agency purchases of goods and services from Washington Small Businesses and Certified Veteran-Owned Businesses, Enterprise Services intends to award Master Contracts as follows:

- One (1) award in each region, in each category, to the highest scored, responsive, responsible bidder; and
- One (1) award in each category to the highest scored, otherwise not awarded, responsive, responsible Washington Small Businesses and/or Certified Veteran-Owned Businesses in the following regions:
 - Northwest 1;
 - Northwest 2;
 - Olympic;
 - Eastern.

REGIONAL MASTER CONTRACT AWARDS								
Highest Scored Responsible Bidder					Highest Scored, not otherwise Awarded, Responsible Washington Small Business or Certified Veteran-Owned Business			
Category					Category			
Region	Will Call	Keep Full	Renewable Gasoline	Renewable Diesel	Will Call	Keep Full	Renewable Gasoline	Renewable Diesel
Northwest 1	Award	Award	Award	Award	Award	Award	Award	Award
Northwest 2	Award	Award	Award	Award	Award	Award	Award	Award
Olympic	Award	Award	Award	Award	Award	Award	Award	Award
Southwest	Award	Award	Award	Award				
North Central	Award	Award	Award	Award				
South Central	Award	Award	Award	Award				
Eastern	Award	Award	Award	Award	Award	Award	Award	Award

This Competitive Solicitation is divided into six (6) sections:

- [Section 1](#) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for Enterprise Services' Procurement Coordinator.
- [Section 2](#) provides important information about the procurement that is designed to help interested bidders evaluate the potential opportunity, including the purpose of the procurement and Master Contracts, the form of the resulting Master Contract, and potential contract sales.
- [Section 3](#) identifies how Enterprise Services will evaluate the bids.
- [Section 4](#) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.
- [Section 5](#) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
- [Section 6](#) provides information pertaining to doing business with the State of Washington.

In addition, this Competitive Solicitation includes the following Exhibits:

- *Exhibit A – Required Bidder Information*: These exhibits identify information that bidders must provide to Enterprise Services to constitute a responsive bid. See Section 4, below.
 - *Exhibit A-1 – Bidder's Certification*
 - *Exhibit A-2 – Bidder's Profile*
 - *Exhibit A-3 – Bidder's FTA Certifications*
- *Exhibit B-1 – Fuel Requirements*: This exhibit outlines the required specifications for the fuels that are the subject of this Competitive Solicitation.
- *Exhibit B-2 – Bidder Performance Requirements*: This exhibit outlines the required bidder performance requirements for this Competitive Solicitation.
- *Exhibit B-3– Diverse Business Inclusion Plan – Subcontractors*: This exhibit outlines the inclusion plan for diverse business subcontractors pertaining to the Master Contract. This exhibit is required as part of the bid submission for Bidders utilizing subcontractors.
- *Exhibit C-1 – Bid Price*: This exhibit provides the pricing information that bidders will complete as part of their bid and the price evaluation tool that Enterprise Services will use to evaluate and compare bid prices.
- *Exhibit C-2 – 2019 Fuel Site Information*: This exhibit provides the information on all fuel deliveries for calendar year 2019 on the prior Master Contract for fuel. This information is indicative of expected sales on the resulting Master Contract but is not a guarantee. Enterprise Services does not represent or guarantee any minimum purchase from the Master Contract nor does Enterprise Services guarantee the accuracy of the Exhibit C-2 – 2019 Fuel Site Information.
- *Exhibit D – Master Contract*: This exhibit is a draft of the Master Contract that any successful bidder will execute with Enterprise Services.

SECTION 1 – DEADLINES, QUESTIONS, PROCUREMENT COORDINATOR, AND MODIFICATION

This section identifies important deadlines for this Competitive Solicitation, where to direct questions regarding the Competitive Solicitation, and the process for potential amendments or modifications to the Competitive Solicitation.

- 1.1. **COMPETITIVE SOLICITATION DEADLINES.** The following table identifies important dates for this Competitive Solicitation:

COMPETITIVE SOLICITATION DEADLINES	
ITEM	DATE
Competitive Solicitation Posting Date:	September 2, 2021
Pre-Bid Conference:	September 14, 2021 at 1 pm (Pacific Time)
Pre-Bid Teleconference information:	Zoom meeting: Fuel Meeting Phone Number: 888 788 0099 Meeting ID: 969 5958 8443 Conf ID/Pass code: 835145
Question & Answer Period:	September 2, 2021 – September 24, 2021
Deadline for submitting Bids:	October 6, 2021
Anticipated Announcement of Apparent Successful Bidder(s):	November 3, 2021
Anticipated Award of Master Contract(s):	November 30, 2021

- 1.2. **COMPETITIVE SOLICITATION QUESTIONS.** Questions or concerns regarding this Competitive Solicitation must be directed to the following Procurement Coordinator:

Procurement Coordinator	
Name:	Breann Aggers
Email:	DESContractsTeamApple@des.wa.gov

Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to Washington’s Electronic Business Solution (WEBS).

- 1.3. **COMPLAINTS, DEBRIEFS, & PROTESTS.** The Competitive Solicitation (and award of any Master Contract) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.
- 1.4. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** Enterprise Services reserves the right to amend and modify this Competitive Solicitation. Only bidders who have properly registered and

downloaded the original Competitive Solicitation directly via the Washington Electronic Business Solution (WEBS) will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation. Bidders must be registered in WEBS to be awarded a Master Contract. Visit [WEBS](#) to register.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the Competitive Solicitation and provides information about this procurement, including the potential scope of the opportunity.

2.1 PURPOSE OF THE PROCUREMENT – AWARD A MASTER CONTRACT. The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award regional Master Contracts for Fuel. Enterprise Services will award separate Master Contracts for Will Call, Keep Full, Renewable Diesel, and Renewable Gasoline in each region. In addition to these awards, Enterprise Services intends to award to the highest scored, otherwise not awarded, responsive, responsible Washington small businesses and/or certified veteran-owned businesses in Northwest 1, Northwest 2, Olympic, and Eastern regions. The regions are comprised of counties as follows:

NORTHWEST 1: King and Snohomish

NORTHWEST 2: Island, Skagit, and Whatcom

OLYMPIC: Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston

SOUTHWEST: Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, and Wahkiakum

NORTH CENTRAL: Chelan, Douglas, Grant, and Okanogan

SOUTH CENTRAL: Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima

EASTERN: Adams, Ferry, Lincoln, Pend Oreille, Spokane, Stevens, and Whitman



- a. **MASTER CONTRACTS.** Enterprise Services has statewide responsibility to develop ‘master contracts’ for goods and services. A Master Contract is a contract for specific goods and/or services that is competitively solicited and established by Enterprise Services, on

behalf of the State of Washington, for use by statutorily specified eligible purchasers (see below). Typically, such purchasers use our Master Contracts through a purchase order, work order, or similar document. The Master Contract is designed to function as a 'procurement bridge' between innovative vendors who have bid and won a competitive solicitation to supply goods/services and eligible purchasers who wish to purchase such goods/services pursuant to pre-determined, clear, consistent, easy to use, value-added Master Contracts. In short, the Master Contract will establish precisely what goods/services may be purchased, the relevant performance requirements for such goods/services as well as the vendor's contractual performance, and the applicable price for such goods/services. Purchaser-specific purchase orders will specify, for example, the particular volume of goods/services, the Purchaser's delivery location, etc.

b. **MASTER CONTRACT USERS – ELIGIBLE PURCHASERS.** Any resulting Master Contract from this Competitive Solicitation will be available for use by the following entities, each of whom is an eligible purchaser ("Purchasers"):

- WASHINGTON STATE AGENCIES. All Washington State agencies, departments, offices, divisions, boards, and commissions.
- WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any of the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- MCUA PARTIES. Any resulting Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

Enterprise Services maintains a list of eligible MCUA parties on the [MCUA Listing website](#).

While Master Contract usage is optional for Purchasers other than Washington State agencies, these entities can increase Master Contract use significantly. All Purchasers are subject to the same contract terms, conditions, and pricing as Washington State agencies.

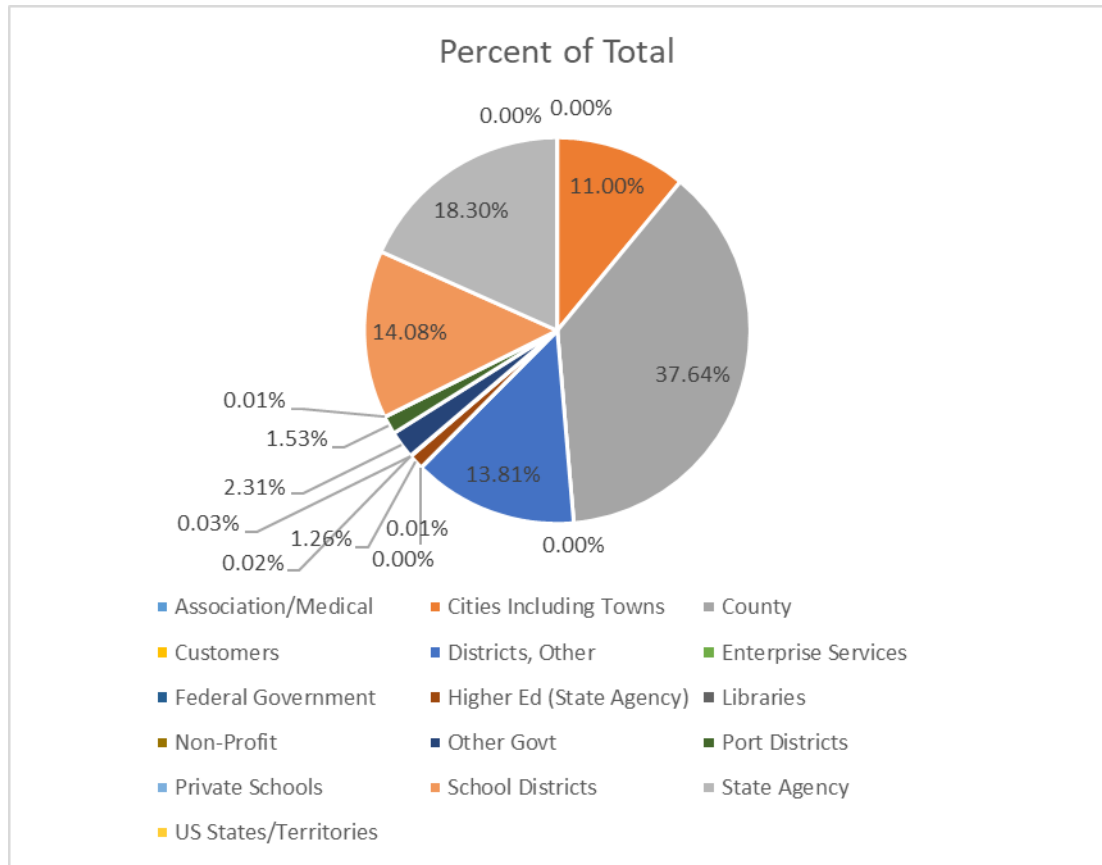
2.2. **MASTER CONTRACT.** The form of the Master Contract that will be awarded as a result of this Competitive Solicitation is attached as ***Exhibit D – Master Contract***.

2.3. **CONTRACT TERM.** As set forth in the attached Master Contract for this Competitive Solicitation, the contract term is thirty-six (36) months, with a potential twenty-four (24) month performance-

based extension. The maximum contract term is sixty (60) months. The Master Contract is subject to earlier termination.

- 2.4. **ESTIMATED SALES.** Historically, for prior master contracts, statewide total sales of all eligible purchasers over the eleven year period were approximately \$1.1 billion. Total potential or estimated contract sales for this Competitive Solicitation are not known. As stated in this Competitive Solicitation, however, the resulting Master Contract will be available for use by all eligible Purchasers. Such Purchasers will decide whether the Master Contract meets their needs and whether they use the Master Contract. Although Enterprise Services does not represent or guarantee any minimum purchase from the Master Contract, prior purchases under a similar contract are set forth in the following chart:

YEAR	TOTAL SPEND (\$)
2011	87,535,543.93
2012	143,681,959.92
2013	144,323,456.93
2014	144,600,565.00
2015	92,270,999.84
2016	73,667,050.17
2017	91,491,391.43
2018	109,913,845.00
2019	103,973,245.00
2020	58,138,937.00
2021	9,706,861.00



2.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES.** Enterprise Services will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, as set forth in Section 3.5, will impact the evaluation of bids for this Competitive Solicitation:

- Executive Order 18-03: 50 points
- Washington Small Business: variable (70 or 100 points), see Sections 3.1 and 3.5.
- Certified Veteran-Owned Business: variable (70 or 100 points), see Sections 3.1 and 3.5.

SECTION 3 – BID EVALUATION

This section identifies how Enterprise Service will evaluate bids for this Competitive Solicitation.

3.1. **OVERVIEW.** Enterprise Services will evaluate bids for this Competitive Solicitation as described below.

- Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.

- Any bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reason(s) for this rejection.
- Enterprise Services reserves the right to: (1) Request clarification regarding any bid; (2) Waive any informality; (3) Reject any or all bids, or portions thereof; (4) Accept any portion of the bid unless the bidder stipulates all or nothing in their bid; (5) Cancel the Competitive Solicitation and, if desired, re-solicit bids; and/or (6) Negotiate with the lowest responsive and responsible bidder(s) to determine if such bid can be improved.
- Enterprise Services will use the following process and evaluation criteria to determine eligibility for an award of a Master Contract:

STEP	ITEM	POINTS
1	Responsiveness	Pass/Fail
2	Performance Requirements Evaluation: ▪ Exhibit B-1 Fuel Requirements ▪ Exhibit B-2 Bidder Performance Requirements ▪ Exhibit B-3 Diverse Business Inclusion Plan - Subcontractors	Pass/Fail
3A	Bid Evaluation	
	Cost Factors ▪ Exhibit C-1 – Bid Price	850
3B	State Procurement Priorities	
	Washington Small Business	70 (if either) or 100 (if both)
	Veteran-Owned Business	
	Executive Order 18-03	50
Total:		1000
4	Responsible Bidder	
	Responsibility Analysis	Pass/Fail

3.2. **BID RESPONSIVENESS (STEP 1).** Enterprise Services will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that Enterprise Services will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. Enterprise Services reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a bidder’s compliance with the requirements specified in this Competitive Solicitation and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or the quality, capability, or performance of the services being procured, and the correction or waiver of which would not

affect the relative standing of, or be otherwise prejudicial, to bidders. Responsive bids will be evaluated as set forth herein.

3.3. **PERFORMANCE REQUIREMENTS EVALUATION (STEP 2).** Enterprise Services will evaluate each bid to ensure that each bidder's fuel products and services meet the performance requirements set forth in **Exhibit B-1 – Fuel Requirements, Exhibit B-2 – Performance Requirements, and Exhibit B-3 – Diverse Business Inclusion Plan – Subcontractors**. Enterprise Services reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A bidder's failure to provide requested information to Enterprise Services within ten (10) business days may result in disqualification.

3.4. **BID PRICING EVALUATION (STEP 3A).** Enterprise Services will evaluate bids by reviewing and comparing the submitted bid prices provided in **Exhibit C-1 – Bid Price** for each award. The total points available for price evaluation is 850 points. Total points for price evaluation is the sum of the fuel cost score and delivery cost score described below.

FUEL COST SCORE. Enterprise Services will evaluate bids by reviewing and comparing the submitted bid prices provided in **Exhibit C-1 – Bid Price** as described in Instructions worksheet. There are 825 points available for Fuel Cost Score for each category. Each Fuel Type is weighted based on the historical usage as reflected in the points available for each Fuel Type. Bidders' scores for each award will be determined by adding scores for all Fuel Types within the category. Each Fuel Type score will be determined by the following formula: (lowest total price per Fuel Type/ bidder's price for that Fuel Type) X points available for that Fuel Type.

Example for Keep Full Gasoline Unleaded All Types: $(\$3.50/\$3.80) \times 150 = 138.16$ points

DELIVERY COST SCORE. Enterprise Services will evaluate bids by reviewing and comparing the submitted bid prices provided in **Exhibit C-1 – Bid Price** as described in Instructions worksheet. There are 25 points available for Delivery Cost, which is the sum of all delivery cost line items. Bidders' scores will be determined by the following formula: (lowest Delivery Cost / bidder's Delivery Cost) x 25.

Example for Delivery: $(\$150/\$200) \times 25 = 18.75$ points

3.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES (STEP 3B).** Enterprise Services will apply the following Washington State procurement priorities and preferences, as set forth below, to this Competitive Solicitation:

- **PROCUREMENT PREFERENCE FOR EXECUTIVE ORDER 18-03** (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with [Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations](#) (dated June 12, 2018), Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of 50 points to any bidder who certifies, pursuant to **Exhibit A-1 – Bidder's Certification**, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- **WASHINGTON SMALL BUSINESSES.** In furtherance of Washington’s business inclusion goals Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of 70 points to any bidder who certifies, pursuant to ***Exhibit A-1 – Bidder’s Certification***, that Bidder qualifies as a ‘Washington Small Business’ as set forth in ***Exhibit A-1 – Bidder’s Certification***. Note: If a bidder is eligible for both a small business and a certified veteran-owned business preference, the total bid preference still be a combined 100 points.
- **CERTIFIED VETERAN-OWNED BUSINESSES.** In furtherance of Washington’s business inclusion goals, Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of 70 points to any bidder who certifies, pursuant to ***Exhibit A-1 – Bidder’s Certification***, that Bidder qualifies as a Washington Department of Veterans’ Affairs Certified Veteran-Owned Business. Note: if a bidder is eligible for both a small business and a certified veteran-owned business preference, the total bid preference will be a combined 100 points.

3.6. **BIDDER RESPONSIBILITY ANALYSIS (STEP 4).** For responsive bids, Enterprise Services must determine whether the bidder is a ‘responsible bidder.’ Accordingly, Enterprise Services will make reasonable inquiry to determine bidder responsibility on a pass/fail basis. In determining bidder responsibility, Enterprise Services will consider the following statutory elements:

- Bidder’s ability, capacity, and skill to perform the contract or provide the service required;
- Bidder’s character, integrity, reputation, judgment, experience, and efficiency;
- Bidder’s ability to perform the contract within the time specified;
- Bidder’s performance quality pertaining to previous contracts or services;
- Bidder’s compliance with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the Master Contract.

See RCW 39.26.160(2)(a)-(g). In addition, Enterprise Services may consider the following:

- **Financial Information:** Enterprise Services may request financial statements, credit ratings, references, record of past performance, clarification of bidder’s bid, on-site inspection of bidder’s or subcontractor’s facilities, or other information as necessary to determine bidder’s capacity to perform and the enforceability of bidder’s contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.

- References: Enterprise Services reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.
- 3.7. **CONTRACT NEGOTIATIONS (STEP 5).** Enterprise Services may negotiate with the highest scored responsive, responsible bidder(s) (Top Bidder) to finalize the Master Contract and to determine if the bid may be improved. If, after a reasonable period of time, Enterprise Services, in its sole judgement, cannot reach agreement on acceptable Master Contract terms with the Top Bidder, Enterprise Services may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible bidder as determined by the evaluations.
- 3.8. **ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** Enterprise Services will determine the Apparent Successful Bidder (“ASB”). The ASB will be the responsive and responsible bidders that best meet the Competitive Solicitation requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in **Exhibit C-1 – Bid Price**, and other factors as set forth in this Competitive Solicitation including any applicable state procurement priority or preference.
- Designation as an ASB does not imply that Enterprise Services will issue an award for a Master Contract. Rather, this designation allows Enterprise Services to perform further analysis and ask for additional documentation. Bidders must not construe ASB designation as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of such notification or designation, it does so at its own risk and expense.
 - Upon ASB announcement, bidders may request a debrief conference as specified in Section 5.
- 3.9. **AWARD OF MASTER CONTRACT.** Subject to protests, if any, Enterprise Services and the ASB will enter into a Master Contract as set forth in **Exhibit D – Master Contract**. An award, in part or full, is made and a contract formed by signature of Enterprise Services and awarded bidder on the Master Contract. Enterprise Services reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Master Contract, all bidders registered in WEBS will receive a Notice of Award delivered to the bidder’s email address provided in the bidder’s profile in WEBS.
- 3.10. **BID INFORMATION AVAILABILITY.** Upon Enterprise Services’ announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington’s Public Records Act. See RCW 39.26.030(2). Upon Enterprise Services’ announcement of ASB, Enterprise Services will post all bid evaluations to Enterprise Services’ website. In addition, Enterprise Services intends to post all winning bid submissions to its contract portal webpage after the Master Contract is awarded.
- 3.11. **ADDITIONAL AWARDS.** Enterprise Services reserves the right, during the resulting Master Contract term, to make additional Master Contract awards to responsive, responsible bidders who provided a bid but who were not awarded a Master Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address an awarded

Contractor vacancy (e.g., an awarded contractor is terminated or goes out of business), respond to Purchaser needs, or be in the best interest of the State of Washington.

SECTION 4 – HOW TO PREPARE AND SUBMIT A BID FOR THIS COMPETITIVE SOLICITATION

This section identifies how to prepare and submit your bid to Enterprise Services for this Competitive Solicitation. In addition, bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to Enterprise Services to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

- 4.1. **PRE-BID CONFERENCE.** Enterprise Services will host a Competitive Solicitation pre-bid conference at the time set forth in Section 1.1 of this Competitive Solicitation. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to clarify the Competitive Solicitation as needed and raise any issues or concerns that bidders may have. If changes to the Competitive Solicitation are required as a result of the pre-bid conference, the Procurement Coordinator will post an amendment to this Competitive Solicitation to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator.
- 4.2. **BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION.** During the Competitive Solicitation process, all bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator specified in Section 1.2 of this Competitive Solicitation. Bidders should rely only on this Competitive Solicitation and written amendments to this Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding this Competitive Solicitation be binding.
 - Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow Enterprise Services to consider and, if warranted, respond to the inquiry. If a bidder does not notify Enterprise Services of an issue, exception, addition, or omission, Enterprise Services may consider the matter waived by the bidder for protest purposes.
 - If bidder inquiries result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
 - Unauthorized contact regarding this Competitive Solicitation with other state employees involved with the Competitive Solicitation may result in bidder disqualification.
- 4.3. **PRICING.** Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this Competitive Solicitation. *See Exhibit C-1 – Bid Price.* A bidder's failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.
 - **Inclusive Pricing:** Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a Master Contract, the total price for

the goods and/or services shall be bidder's price as submitted. Except as provided in the Master Contract, there shall be no additional costs of any kind.

- Credit Cards (P-Cards): In the event that bidder is awarded a Master Contract, the total price for the goods and/or services shall be the same regardless of whether Purchasers make payment by cash, credit card, or electronic payment. Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.
- Vendor Management Fee: The resulting Master Contract from this Competitive Solicitation will include a Vendor Management Fee as specified in the Master Contract attached as **Exhibit D – Master Contract**.

4.4. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to Enterprise Services to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder's failure to complete any submittal as instructed may result in the bid being rejected. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by Enterprise Services in writing, bidders must identify such supplemental materials with the bidder's name.

☐ **EXHIBIT A-1 – BIDDER'S CERTIFICATION**

This document is the Bidder's Certification.

Complete the certification, along with any exceptions or required explanations, and submit it with the bid to Enterprise Services.

Note: the Certification must be complete. Where there are choices, bidder **must** check a box. The certification must be signed and submitted by a duly authorized representative for the bidder.

☐ **EXHIBIT A-2 – BIDDER'S PROFILE**

This document is required bidder information for Enterprise Services' contract administration purposes.

Complete as instructed and submit it with the bid to Enterprise Services.

☐ **EXHIBIT A-3 – BIDDER'S FTA CERTIFICATIONS**

This document is required bidder information for Enterprise Services' contract administration purposes.

Complete as instructed and submit with the bid to Enterprise Services.

☐ **EXHIBIT B-1 – FUEL REQUIREMENTS**

Bidder will need to confirm that the fuel meets or exceeds the detailed specifications set forth in Exhibit B-1 – Fuel Requirements.

☐ **EXHIBIT B-2 – PERFORMANCE REQUIREMENTS**

Bidder will need to confirm that the bidder's performance meets the detailed qualifications set forth in *Exhibit B-2 – Performance Requirements* and provide responses as indicated.

☐ **EXHIBIT B-3 – BIDDER'S DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

This document is a required bid submittal **IF** bidder intends to utilize

subcontractors if awarded a Master Contract. If so, bidder must complete **Exhibit B-3 – Bidder’s Diverse Business Inclusion Plan – Subcontractors** as instructed therein and submit it with the bid to Enterprise Services.

☐ **EXHIBIT C-1 – BID PRICE**

Bidder will need to complete the price worksheet tool as instructed in **Exhibit C-1 – Bid Price** and submit it with the bid to Enterprise Services.

4.5. **BID FORMAT.** Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, bidders may sign using either a physical or electronic signature.

4.6. **SUBMITTING BIDS.** Bidder’s electronic bid must be emailed to DESContractsTeamApple@des.wa.gov. Enterprise Services’ email only can accept emails (including attachments) that total less than 30 MB in size. Bidders are cautioned to keep email sizes to less than 25 MB to ease delivery. Zipped files cannot be accepted.

SECTION 5 – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This section details the applicable requirements for complaints, debriefs, and protests.

5.1. **COMPLAINTS.** This Competitive Solicitation offers a complaint period for bidders wishing to voice objections to this Competitive Solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. Enterprise Services will consider all complaints, but is not required to adopt a complaint, in part or in full. If bidder complaints result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.

- a. **CRITERIA FOR COMPLAINT.** A complaint may be based only on one or more of the following grounds: (a) The Competitive Solicitation unnecessarily restricts competition; (b) The Competitive Solicitation evaluation or scoring process is unfair or flawed; or (c) The Competitive Solicitation requirements are inadequate or insufficient to prepare a response.
- b. **INITIATING A COMPLAINT.** A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see Form and Substance, and Other below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
- c. **RESPONSE.** When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS.

- d. **RESPONSE IS FINAL.** The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed to be waived for protest purposes.
- 5.2. **DEBRIEF CONFERENCES.** A Debrief Conference is an opportunity for a bidder and Enterprise Services, through its Procurement Coordinator, to meet and discuss the bidder's bid (and, as further explained below, is a necessary prerequisite to filing a protest). Following bid evaluation, Enterprise Services will issue an ASB announcement. The ASB announcement may be made by any means, but Enterprise Services likely will use email to the bidder's email address provided in the Bidder's Profile. Bidders will have three (3) business days to request a Debrief Conference, if desired. If a Debrief Conference is timely requested, Enterprise Services will offer the requesting bidder one meeting opportunity and notify the bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, Enterprise Services likely will schedule the Debrief Conference shortly after the ASB announcement and the bidder's request for a Debrief Conference. Enterprise Services will not allow the debrief process to delay the Master Contract award. Accordingly, bidders should plan for contingencies and alternate representatives. **Bidders who wish to protest must first participate in a Debrief Conference. Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest. A Debrief Conference is a required prerequisite for a bidder to file a protest.**
- a. **TIMING.** A Debrief Conference may be requested by a bidder following the Apparent Successful Bidder (ASB) announcement.
 - b. **PURPOSE OF DEBRIEF CONFERENCE.** Any bidder who has submitted a timely bid may request a Debrief Conference (*see also* Section 5.4, below). A Debrief Conference provides an opportunity for the bidder to meet with Enterprise Services to discuss bidder's bid and evaluation. It does not provide an opportunity to discuss other bids and evaluations.
 - c. **REQUESTING A DEBRIEF CONFERENCE.** The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after ASB announcement. Debrief conferences may be conducted either in person at the Enterprise Services offices in Olympia, Washington, or virtually (e.g., by telephone or web-based virtual meeting such as Zoom, Skype, MS Teams), as determined by Enterprise Services, and may be limited by Enterprise Services to a specified period of time. A bidder's failure to request a Debrief Conference within the specified time and attend the Debrief Conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator before or during the Debrief Conference may be deemed waived for protest purposes.
- 5.3. **PROTESTS.** Following a Debrief Conference, a bidder may protest the award of a Master Contract.
- a. **CRITERIA FOR A PROTEST.** A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the Competitive Solicitation.

- b. **INITIATING A PROTEST.** Any bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Protest Officer specified below, within five (5) business days after the protesting bidder's Debrief Conference (see also Section 5.4, below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
 - c. **PROTEST RESPONSE.** After reviewing the protest and available facts, Enterprise Services' Protest Officer will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
 - d. **DECISION IS FINAL.** The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept Enterprise Services' protest response, the bidder may seek relief in Thurston County Superior Court.
- 5.4. COMMUNICATION DURING COMPLAINTS, DEBRIEFS, AND PROTESTS.** With the exception of protests, all communications about this Competitive Solicitation, including complaints and debriefs, must be addressed to the Procurement Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.
- a. **FORM, SUBSTANCE, & OTHER.** All complaints, debrief conference requests, and protests must:
 - i. Be in writing;
 - ii. Be signed by the complaining, requesting, or protesting bidder or an authorized agent;
 - iii. Be delivered within the time frame(s) outlined herein;
 - iv. Identify the Competitive Solicitation number;
 - v. Conspicuously state "Complaint," "Debrief," or "Protest" in any subject line of any correspondence or email; and
 - vi. Be sent to the address identified below.
 - b. **COMPLAINTS & PROTESTS.** All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.
- 5.5. HOW TO CONTACT ENTERPRISE SERVICES.**
- a. **TO SUBMIT A COMPLAINT.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation (see Section 1.2, above). The email message must include "Complaint" in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

Attn: Procurement Coordinator – Complaint
Contracts & Procurement Division
Washington State Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411
 - b. **TO REQUEST A DEBRIEF CONFERENCE.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation (see Section 1.2, above). The email message must include "Debrief" in the subject line of the email message.

- c. TO SUBMIT A PROTEST. Send an email message to the Protest Officer at the following email address: DES_DLProcurementProtest@des.wa.gov. The email message must include "Protest" in the subject line of the email message. Alternatively, mail the protest to the Protest Officer at the following address:

Attn: Protest Officer
Contracts & Procurement Division
Washington State Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

SECTION 6 – DOING BUSINESS WITH THE STATE OF WASHINGTON

This section provides additional information regarding Washington's Public Records Act and doing business with the State of Washington, including Enterprise Services' efforts to enable Washington's small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

6.1. WASHINGTON'S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS.

- All documents (written and electronic) submitted to Enterprise Services as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure *if* requested. See RCW 42.56, Public Records Act. Enterprise Services strongly discourages bidders from unnecessarily submitting sensitive information (e.g., information that you might categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).
 - If, in bidder's judgment, Washington's Public Records Act provides an applicable statutory exemption from disclosure for certain portions of bidder's bid, please mark the precise portion(s) of the relevant page(s) of the bid that bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
 - In addition, if, in bidder's judgment, certain portions of bidder's bid are not statutorily exempt from disclosure but are sensitive because these particular portions of bidder's bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that bidder protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of bidder's bid that include such sensitive information.
- In the event that Enterprise Services receives a public records disclosure request pertaining to information that bidder has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following:
 - Enterprise Services' Public Records Officer will review any records marked by bidder as statutorily exempt from disclosure. In those situations, where the

designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the document(s) as appropriate.

- For documents marked 'sensitive' or for documents where Enterprise Services either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify the bidder, at the address provided in the bid submittal, of the public records disclosure request and identify the date that Enterprise Services intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless the bidder, at bidder's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event bidder fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested document(s) on the date specified. Bidder's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by bidder of any claim that such materials are exempt or protected from disclosure.

6.2. **SMALL & DIVERSE BUSINESSES.** Enterprise Services, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA Certified Veteran-Owned Businesses); and [RCW 39.26.005](#) (Washington Small Businesses). In support of the state's economic goals and to support a diverse supplier pool, Enterprise Services has established the following voluntary numerical goals for Enterprise Services' Competitive Solicitations:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or minibusinesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

- **OMWBE CERTIFICATION.** Bidders may contact the Washington State [Office of Minority and Women's Business Enterprises](#) (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at [OMWBE](#). OMWBE-Certified firms may provide their certification information to Enterprise Services through **Exhibit A-2 – Bidder's Profile**.
- **WDVA CERTIFICATION.** Bidders may contact the [Washington State Department of Veterans' Affairs](#) (WDVA) for information regarding Certified Veteran-Owned Businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone,

(360) 725-2169, or through their website at [WDVA](#). The qualification requirements to be a Certified Veteran-Owned Business are set forth in **Exhibit A-1 – Bidder’s Certification**.

- **WASHINGTON SMALL BUSINESSES.** Bidders may contact Enterprise Services about small and diverse business inclusion and qualification as a Washington Small Business. If bidder qualifies as a Washington Small Business, identify bidder as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in **Exhibit A-1 – Bidder’s Certification**.

- 6.3. **WEBS REGISTRATION.** Individuals and firms interested in state contracting opportunities with Enterprise Services or any Washington state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). *Note:* There is no cost to register in WEBS.
- 6.4. **POLYCHLORINATED BIPHENYLS (PCBs) NOTICE.** Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods/services, is trying to minimize the purchase of products with PCBs and to incentivize its contractual vendors to sell products and products-in-packaging without PCBs.

INCLUDED EXHIBITS

EXHIBIT A-1 – BIDDER’S CERTIFICATION

See attached Exhibit A-1 – Bidder’s Certification.

Note: As set forth above, Bidder must complete, sign, and return the Bidder’s Certification to Enterprise Services.

EXHIBIT A2 – BIDDER’S PROFILE

See attached Exhibit A-2 – Bidder’s Profile.

Note: As set forth above, Bidder must complete and return the Bidder’s Profile to Enterprise Services.

EXHIBIT A-3 – BIDDER’S FTA CERTIFICATIONS

See attached Exhibit A-3 – Bidder’s FTA Certifications.

Note: As set forth above, Bidder must complete and return the Bidder’s FTA Certifications to Enterprise Services.

EXHIBIT B-1 – FUEL REQUIREMENTS

See attached Exhibit B – Performance Requirements.

Note: As set forth above, Bidder must complete and return to Enterprise Services.

EXHIBIT B-2 – BIDDER PERFORMANCE REQUIREMENTS

See attached Exhibit B-2 – Bidder Performance Requirements.

Note: As set forth above, Bidder must complete and return to Enterprise Services.

EXHIBIT B-3 – BIDDER’S DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS

See attached Exhibit B-3 – Bidder’s Diverse Business Inclusion Plan – Subcontractors

Note: As set forth above, Bidder must complete and return *Exhibit B-3 – Diverse Business Inclusion Plan – Subcontractors* to Enterprise Services **if** bidder intends to utilize subcontractors if awarded a Master Contract.

EXHIBIT C-1 – BID PRICE

See attached Exhibit C-1 – Bid Price.

Note: As set forth above, Bidder must complete and return *Exhibit C-1 – Bid Price* to Enterprise Services.

EXHIBIT C-2 – 2019 FUEL SITE INFORMATION

See attached Exhibit C-2 – 2019 Fuel Site Information.

EXHIBIT D – MASTER CONTRACT

See attached Exhibit D – Master Contract for Competitive Solicitation No. 08721 – Fuels: Gasoline, Diesel, & Renewable.



EXHIBIT A-1 – BIDDER’S CERTIFICATION

Competitive Solicitation:	No. 08721 – Fuels: Gasoline, Diesel, and Renewables		
Bidder:	_____ Type/print full legal name of Bidder		
Bidder’s Address:	_____ Type/print Bidder’s Address		
Bidder Organization Type: Check appropriate box	Corporation:	☐ Domestic	☐ Foreign
	Limited Liability Company (LLC):	☐ Domestic	☐ Foreign
	Partnership:	☐ Domestic	☐ Foreign
	Sole Proprietorship:	☐	
State of Formation:	_____ Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		
Doing Business Under Another Name: Check appropriate box	State whether Bidder has been doing business under another name during the past five years: ☐ Bidder has NOT done business under another name ☐ Bidder HAS done business under another name If Bidder HAS done business under another name, provide the name(s) and addresses: Name: _____ Address: _____		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Master Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that Enterprise Services shall not be responsible for any errors or omission on the part of Bidder in preparing its

bid. Bidder further certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Master Contract.

3. **NO COLLUSION, ANTI-COMPETITIVE PRACTICES, OR SHARING BID INFORMATION.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder further certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Master Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, Enterprise Services reserves the right to disqualify such bidders.
4. **FIRM OFFER.** Bidder certifies that its bid pertaining to the above-referenced Competitive Solicitation is a firm offer which cannot be withdrawn for a time period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. Enterprise Services may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such time period or until the protest and any related court action is resolved, whichever is later.
5. **CONFLICT OF INTEREST.** Bidder certifies that, in preparing its bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation or prospective Master Contract and who was assisting in other than the employee's official, public capacity. Bidder further certifies that no such current or former public employee nor any member of such person's immediate family have any financial interest in the outcome of Bidder's bid.
6. **NO REIMBURSEMENT.** Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of Bidder's bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. **PERFORMANCE.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies Bidder's willingness to comply with the Master Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Master Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.

8. FUEL CAPABILITY. Bidder certifies that, if awarded the Master Contract pursuant to this Competitive Solicitation, it has the operational and financial ability to perform the Master Contract.
9. INSURANCE. Bidder certifies as follows (*must check one*):
- ☐ *BIDDER HAS REQUIRED INSURANCE.* Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Master Contract (note: Bidder must attach the Insurance Certificate).
- OR
- ☐ *BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Master Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.
- OR
- ☐ *BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Master Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to Enterprise Services within twenty-four (24) hours of such designation.
10. DEBARMENT. Bidder certifies as follows (*must check one*):
- ☐ *NO DEBARMENT.* Bidder and/or its principals are not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.
- OR
- ☐ *DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity within the United States.
11. CRIMINAL OFFENSE. Bidder (including Bidder's officers) certifies as follows (*must check one*):
- ☐ *NO CRIMINAL OFFENSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.
- OR
- ☐ *CRIMINAL OFFENSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder

has been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

12. WAGE THEFT PREVENTION. Bidder certifies as follows (*must check one*):

☐ *NO WAGE VIOLATIONS.* Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

☐ *VIOLATIONS OF WAGE LAWS.* Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

13. PAY EQUALITY. Bidder certifies as follows (*must check one*):

☐ *PAY EQUALITY FOR SIMILARLY EMPLOYED WORKERS.* Bidder's similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Bidder may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

OR

☐ *NO PAY EQUALITY FOR SIMILARLY EMPLOYED WORKERS.* Bidder's similarly employed individuals are NOT compensated as equals.

14. CIVIL RIGHTS. Bidder certifies as follows (*must check one*):

☐ *COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

OR

- ☐ *NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder does not comply with all applicable requirements regarding civil rights.

15. WORKERS' RIGHTS ([EXECUTIVE ORDER 18-03](#)). Bidder certifies as follows (*must check one*):

- ☐ *NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

- ☐ *MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

16. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (*must check one*):

- ☐ *NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- ☐ *TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

17. TAXES. Bidder certifies as follows (*must check one*):

- ☐ *TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- ☐ *DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

18. FINANCIALLY SOLVENT. Bidder certifies as follows (*must check one*):

- ☐ *FINANCIALLY SOLVENT.* Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.

OR

- ☐ *NOT FINANCIALLY SOLVENT.* As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive

Solicitation.

19. **LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (*must check one*):

☐ **CURRENT LAWFUL REGISTRATION.** Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

☐ **DELINQUENT REGISTRATION.** As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

20. **REGISTRATION WITH WASHINGTON SECRETARY OF STATE.** Bidder certifies as follows (*must check one*):

☐ **BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.** Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: ____ ____ ____.

OR

☐ **BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.** Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State to obtain a UBI number and provide proof of such registration satisfactory to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

☐ **BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.** Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. *Note:* Enterprise Services requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

21. **REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE.** Bidder certifies as follows (*must check one*):

☐ **BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.** Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: ____ ____ ____.

OR

☐ **BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.** Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue for a business license and provide proof of such registration satisfactory to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

- ☐ *BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* Enterprise Services requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Master Contract.

22. SUBCONTRACTORS. Bidder certifies as follows (*must check one*):

- ☐ *NO SUBCONTRACTORS.* If awarded a Master Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. *Note:* Bidder is not be required to submit Exhibit B-3 Diverse Business Inclusion Plan with their bid submission.

OR

- ☐ *SUBCONTRACTORS.* As detailed on the attached explanation (Bidder to provide), if awarded a Master Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder further certifies that, as to the State of Washington, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. *Note:* Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. *Note:* If the TIN is a SSN, do not provide the SSN. *Note:* Bidder is required to submit Exhibit B-3 Diverse Business Inclusion Plan with their bid submission.

23. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (*must check one*):

- ☐ *WASHINGTON SMALL BUSINESS.* Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
- *Location.* Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
 - *Size.* Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years).
 - *WEBS Certification.* Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

OR

- ☐ *NOT WASHINGTON SMALL BUSINESS.* Bidder does not qualify as a Washington Small Business as set forth above.

24. CERTIFIED VETERAN-OWNED BUSINESS. Bidder certifies as follows (*must check one*):

- ☐ *CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:

- *51% Ownership.* Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
 - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
 - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- *Washington Incorporation/Location.* Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- *WEBS Certification.* Bidder must have certified its Veteran-Owned business status in Washington's Electronic Business Solution ([WEBS](#)).
- *WDVA Certification.* Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website ([WDVA – Veteran-Owned Businesses](#)).

OR

- ☐ *NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Bidder does not qualify as a Certified Veteran-Owned Business as set forth above.

25. REFERENCES. Bidder certifies that the references provided to Enterprise Services have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to Enterprise Services. Bidder hereby authorizes Enterprise Services (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Master Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to Enterprise Services information pertaining to the same.

26. COVID-19 – CONTRACTOR VACCINATION VERIFICATION PLAN. Bidder certifies as follows (*must check one*):

☐ *BIDDER HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION. BIDDER:*

- Has reviewed and understands Contractor’s obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021);
- Has developed a COVID-19 Vaccination Verification Plan for Contractor’s personnel (including subcontractors) that complies with the above-referenced Proclamation;
- Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- Has operational procedures in place to ensure that any contract activities that occur in person and on-site at Agency premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
- Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at Agency premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation;
- Will provide to Agency, upon request, Contractor’s COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

OR

☐ *BIDDER DOES NOT HAVE A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN. Bidder does not have a current COVID-19 Contractor Vaccination Verification Plan and, if designated as the Apparent Successful Bidder, Bidder would not be able to develop and provide a COVID-19 Contractor Vaccination Verification Plan to ensure that Bidder’s personnel (including subcontractors) meet the COVID-19 vaccination requirements as set forth in the above-referenced Proclamation and provide the same to Enterprise Services within twenty-four (24) hours of such designation. [Note: Compliance with the Proclamation is mandatory for on-site contract activities performed by Bidder/Contractor personnel as prescribed by the Proclamation.*

Bidders/Contractors who are not able to perform in compliance with the Vaccination Proclamation will not be evaluated.]

Bidder further certifies that it shall provide immediate written notice to Enterprise Services if, at any time prior to a Master Contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME: _____
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: _____
Signature of Bidder's authorized person Print Name of person making certifications for Bidder

Title: _____
Title of person signing certificate Place: _____
Print city and state where signed

Date: _____



EXHIBIT A-2 – BIDDER’S PROFILE

Competitive Solicitation:	No. 08721 – Fuels: Gasoline, Diesel, and Renewable
Bidder:	_____ Type/print full legal name of Bidder

BIDDER INFORMATION	
Legal name of Bidder: Address of Bidder: <i>Note:</i> This information must match the information from Bidder’s Business License.	_____ Business Name _____ Address _____ City, State, Zip Code
Bidder’s Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number: <i>Note:</i> A nine digit UBI number is assigned to each registered businesses in Washington.	_____
Taxpayer Identification No. (TIN): <i>Note:</i> Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). Do Not provide a Social Security Number.	_____
Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?	Yes ☐ No ☐ If yes, provide Bidder’s MWBE certification no.: _____

BIDDER INFORMATION	
Is your firm a self-certified Washington State Small Business? <i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Washington State Small Business.</i> <i>Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</i> ▪ Microbusiness: Annual gross revenue of less than one million dollars. ▪ Minibusiness: Annual gross revenue of more than one million dollars, but less than three million dollars. ▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.	Yes ☐ No ☐ If yes, provide the location for Bidder’s principal place of business: _____ Street Address _____ City, State, Zip Code If yes, what is your business size (based on annual gross revenue)? Microbusiness ☐ Minibusiness ☐ Small Business ☐
Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs? <i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Certified Veteran-Owned Business.</i>	Yes ☐ No ☐ If yes, provide Bidder’s WDVA certification no.: _____

CONTRACT MANAGEMENT POINTS OF CONTACT FOR BIDDER	
Authorized Representative Name: _____ Email: _____ Phone: _____	Contract Administrator Name: _____ Email: _____ Phone: _____
Sales Reporting Representative Name: _____ Email: _____ Phone: _____	Sales Reporting Alternate Name: _____ Email: _____ Phone: _____
Management Fee Representative Name: _____ Email: _____ Phone: _____	Management Fee Contact Alternate Name: _____ Email: _____ Phone: _____

CONTRACT MANAGEMENT POINTS OF CONTACT FOR BIDDER
Address for Enterprise Services to send management fee invoices: Company name: _____ Attn: _____ Address: _____ City/State/Zip: _____
Address for Enterprise Services to send legal notices: Company name: _____ Attn: _____ Address: _____ City/State/Zip: _____

ORDERING/SALES POINTS OF CONTACT (expand as necessary)			
Name	Phone Number	E-mail	Area of Responsibility

REFERENCES

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation.

REFERENCE 1	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
REFERENCE 2	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
REFERENCE 3	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____

PURCHASE CARDS (I.E., CREDIT CARDS)

Please indicate which types of purchasing (credit) cards are accepted (note: any card fees must be included in the unit price of the bid):

☐ Visa ☐ Master Card ☐ American Express ☐ Discover ☐ Other: _____

PROMPT PAYMENT DISCOUNT (Prompt Payment Discounts will not be an evaluation consideration).

Please indicate your prompt payment discount:

_____ percentage discount (%) _____ specific dollar amount (\$)

Net 30 calendar days, if no prompt payment discount is available.



EXHIBIT A-3 – BIDDER’S FTA CERTIFICATIONS

BIDDER’S GOVERNMENT WIDE DEBARMENT AND SUSPENSION CERTIFICATION

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

Bidder certifies it will comply and facilitate compliance with [U.S. DOT regulations](#), “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government Wide Debarment and Suspension Nonprocurement),” 2 CFR part 180.

Bidder hereby certifies that:

1. Its principals, affiliates, and subcontractors are eligible to participate in this contract and are not presently declared by any Federal department or agency to be:
 - a) Debarred from participation in any federally assisted Award;
 - b) Suspended from participation in any federally assisted Award;
 - c) Proposed for debarment from participation in any federally assisted Award;
 - d) Declared ineligible to participate in any federally assisted Award;
 - e) Voluntarily excluded from participation in any federally assisted Award; or
 - f) Disqualified from participation in any federally assisted Award.
2. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three (3) year period preceding this Certification,
3. It will treat each lower tier contract or lower tier subcontract under this contract as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it equals or exceeds \$25,000, is for audit services, or requires the consent of a Federal official.
4. It will require that each covered lower tier contractor and subcontractor:
 - a) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - b) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in its federally funded Project,
 - ii. Suspended from participation in its federally funded Project,

- iii. Proposed for debarment from participation in its federally funded Project,
 - iv. Declared ineligible to participate in its federally funded Project,
 - v. Voluntarily excluded from participation in its federally funded Project, or
 - vi. Disqualified from participation in its federally funded Project, and
5. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
 6. If, at a later time, it receives any information that contradicts the statements of this certification, bidder will promptly provide that information to FTA.

The certification in this clause is a material representation of fact relied upon by Enterprise Services. If it is later determined by Enterprise Services that the bidder knowingly rendered an erroneous certification, in addition to remedies available to Enterprise Services, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: ☐

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and explanation, if any. In addition, bidder understands and agrees that the provisions of 31 U.S.C. §§ 3801 et seq. apply to this certification and explanation, if any.

BIDDER NAME: _____
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: _____
Signature of Bidder's authorized person Print Name of person making certifications for Bidder

Title: _____ Date: _____
Title of person signing certificate

CERTIFICATION AND RESTRICTIONS ON LOBBYING

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

Bidder hereby certifies, to the best of its knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, codified at 2 U.S.C. 1601, et seq.)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

BIDDER NAME: _____
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: _____
Signature of Bidder's authorized person Print Name of person making certifications for Bidder

Title: _____
Title of person signing certificate Date: _____

EXHIBIT B-1 - FUEL REQUIREMENTS

All fuel must meet Washington state fuel quality standards as provided by Washington's Motor Fuel Quality Act, RCW [19.112](#), as administered by the Washington State Department of Agriculture (WSDA). Current WSDA rules adopt the national standard for the definitions and requirements for standard fuel specifications: Uniform Engine Fuels and Automotive Lubricants Regulation as adopted by the National Conference on Weights and Measures and published in [NIST Handbook 130, 2016 Edition](#). Gasoline and Gasoline-Oxygenate Blends in the Engine Fuels and Automotive Lubricants Regulation. The national standards are developed by ASTM, the national voluntary standards organization formed to develop standards on the characteristics and performance of fuels and other materials, products, systems and services. Any reference to an ASTM shall mean the most current version of the ASTM fuel standard as adopted by the Washington State Department of Agriculture.

Washington State Department of Agriculture	
Fuel Product Type	Specification
Gasoline – Unleaded	
Up to 10% ethanol (check with Purchasers to see if they use E15 in their vehicles.)	
Regular 7.8 RVP and 9.0 RVP	ASTM D4814
Midgrade 7.8 RVP and 9.0 RVP	
Premium/Supreme 7.8 RVP and 9.0 RVP	
Ethanol Fuel	
Ethanol E15 (11-15%)	ASTM D5798
Ethanol Flex Fuel (51-85% Ethanol)	
Ultra Low Sulfur Diesel (ULSD) Fuels	
ULSD #1 Clear and Dyed	ASTM D975
ULSD #2 Clear and Dyed	
Biodiesel	
Biodiesel B99 – Clear and Dyed	ASTM D6751
Biodiesels B1-B5 – Clear and Dyed	ASTM D975
Biodiesels B6 - B20 – Clear and Dyed	ASTM D7467
Renewable Diesel (RD)	
Renewable Diesel R99-Clear and Dyed	ASTM D975

Fuel Product Type	Specification
Renewable Gasoline	
Regular	ASTM D4814

A. General Requirements: All fuel must be free from contamination – i.e., free from impurities including water, dirt, harmful oils, fibrous materials, and other petroleum products or contaminants.

B. Additional Requirements for Biodiesel and Renewable Diesel Fuels:

1. Contractor must be able to provide biodiesel and renewable diesel (if available) in any percentage range from 1 to 99 through fuel blending.
2. The biodiesel used for blending must meet ASTM D6751 specifications. The remainder of the fuel must be a diesel or Renewable Diesel fuel that meets ASTM D975 specifications. For these purposes, co-refined diesel is not considered biodiesel or Renewable Diesel.
3. Renewable Diesel. RCW 19.112.010 Renewable diesel means a diesel fuel substitute produced from nonpetroleum renewable sources, including vegetable oils and animal fats, that meets the registration requirements for fuels and fuel additives established by the federal environmental protection agency in 40 C.F.R. Part 79 (2008) and meets the requirements of American society of testing and materials specification D 975.
 - a. Must be free of contamination resulting in bacteria or condensation. If bacteria are present, the appropriate treatment shall be applied to the renewal diesel at Contractor's expense.
 - b. Must be filter-cleaned to 20 microns or less.
 - c. If requested by Purchaser, Contractor shall provide a product transfer document (PTD) detailing the type and source of feedstocks producer of the fuel, and carbon intensity ("CI"), if available, for all gallons of renewable diesel sold and delivered to a Purchaser.
 - d. Shall have a CI of 60 or less. Co-mingled feedstock production shall be calculated on a mass balance basis and shall not exceed an overall CI score of 60. The CI scores will conform to the [Current Certified CI values](#) provided by the California Air Resources Board in support of low-carbon fuel standards in California and Oregon.
4. All deliveries of Renewable Diesel and/or Bio Diesel will include a product transfer document (PTD) showing feedstock origin, location and producer of the fuel and CI pathway for all gallons sold. Only certified CI fuel pathway codes approved under the California and/or Oregon state low carbon fuel standard (LCFS) program(s) will be accepted and considered in compliance of this contract requirement. If Washington State adopts an LCFS program during the term of this contract, then those corresponding certified pathways would also be accepted. Co-mingled feedstock

production will show gallons sold of each certified pathway and feedstock origin clearly on the PTD in order to verify compliance and allow calculation of lifecycle greenhouse gas emissions of fuel purchased. A temporary fuel pathway code may be referenced if the producer is in the active process of getting feedstock production pathways certified through California and/or Oregon LCFS programs.

- a. Feed-stocks will not include palm oil due to CI concerns.
5. If third party verification determines that CI documentation or feedstock/batch production exceeded five percent total volume in excess of a CI score of 60, or feedstock production claims were inaccurate or not in compliance with specifications outlined, the Contractor will be liable for damages as outlined in standard terms and conditions of this Master Contract.
6. Biodiesel fuels:
 - a. Must be produced by a BQ-9000 certified facility.
 - b. Must be manufactured from at least fifty-one percent (51%) Washington state feedstock and/or biodiesel produced in Washington State. RCW 43.19.646
 - c. Must be free of contamination resulting in bacteria or condensation. If bacteria are present, the appropriate treatment shall be applied to the biodiesel at Contractor's expense.
 - d. Must be filter-cleaned to 5 microns or less.
 - e. Must be less than two (2) months old (measured from date of manufacture) at the time of delivery to Purchaser.
 - f. If requested by Purchaser, Contractor shall provide a PTD detailing the type and source feedstock producer of the fuel and CI, if available, for all gallons of biodiesel sold and delivered to a Purchaser.
 - g. Feed-stocks will not include palm oil due to CI concerns.
 - h. Must have a CI of 60 or less. Co-mingled feedstock production shall be calculated on a mass balance basis and shall not exceed an overall CI score of 60. The CI scores will conform to the [Current Certified CI values](#) provided by the California Air Resources Board in support of low-carbon fuel standards in California and Oregon.
 - i. All fuel information provided for the fuel sold will be subject to third party verification at the request of the Purchaser at any time. Purchasers of the fuel will be responsible for verification costs.

C. Renewable Gasoline Requirements:

- a. Must have a minimum octane rating of 87, which shall be determined using the R+M/2 method
- b. No palm or palm derived feedstock's (PFADs, palm waste, etc.) may be used in production of Renewable Gasoline sold under this contract. De minimis amounts of palm from previous batch co-production acceptable. Upon request within five

business days, producers will provide documentation of feedstock inputs (traceable to point of origin) and batch production to verify feedstock requirements including disclosure of information related to production of fuel batches not sold under this contract, as needed.

- c. All deliveries of Renewable Gasoline will include a PTD showing feedstock origin, location and producer of the fuel and CI pathway for all gallons sold. Only certified CI fuel pathway codes approved under the California and/or Oregon state LCFS program(s) will be accepted and considered in compliance of this contract requirement. A temporary fuel pathway code may be referenced if the producer is in the active process of getting feedstock production pathways certified through California and/or Oregon LCFS programs. If Washington State adopts an LCFS program with pathways during the term of this contract, then those corresponding certified pathways would also be accepted. Co-mingled feedstock production will show gallons sold of each certified pathway and feedstock origin clearly on the PTD in order to verify compliance and allow calculation of lifecycle greenhouse gas emissions of fuel purchased.
- d. All Renewable Gasoline products will have a CI of 80 or less as defined by California and/or Oregon LCFS certified or approved temporary pathways. Co-mingled feedstock production will be calculated on a mass balance basis, contain EPA approved isobutanol/isooctane, and will not exceed an overall CI score of 80.
- e. All PTD's provided with fuel sold will be subject to third party verification at the request of the fuel purchaser at any time. End purchasers of the fuel will be responsible for verification costs. Five percent of total fuel volume sold under this contract may not exceed a mass balanced LCFS certified CI score of 80.

Carbon Intensity Reporting for Biodiesel and Renewable Diesel. Certified CI fuel pathway codes approved under the California and/or Oregon State low carbon fuel standard (LCFS) program(s) will be accepted and considered in compliance with reporting requirements under this Master Contract. A temporary fuel pathway code may be referenced if the producer is in the active process of having feedstock production pathways certified through California and/or Oregon LCFS programs. If Washington State adopts an LCFS program during the term of this Master Contract then those corresponding certified pathways will be the required documentation.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME: _____

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: _____
Signature of Bidder's authorized person

Print Name of person making certifications for Bidder

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____



EXHIBIT B-2 –BIDDER PERFORMANCE REQUIREMENTS

Contractor will assist purchasers in complying with [Executive Order 20-01](#) and [WAC 194](#), where applicable. As used herein, “Contractor” refers to a bidder that is awarded a Master Contract.

1. WILL CALL. Purchasers will place fuel orders on an as needed basis for specific fuel sites. Will Call may include on-going regularly scheduled deliveries.

- a. Order Placement. Purchaser will place Will Call order with Contractor's representatives. Contract shall acknowledge all Purchaser Orders from Purchasers with valid customer accounts within one (1) business day. Contractor will deliver requested fuel volume within 2 business days after a verbal, electronic, written or faxed order is received. Purchaser will set deliver time and special requirements for delivery.
- b. Fuel Amount. The amount of fuel product delivered by Contractor must be reasonably equal (within +/- 2%) to the amount of fuel product ordered by Purchaser.

2. KEEP-FULL.

- a. Setup and Order Placement. Keep-Full service requires Contractor and Purchaser to have a post award agreement that meets Purchaser's needs. Contractor guarantees that the storage tanks always retain sufficient inventory to satisfy Purchaser's needs. In general, the state expects that tank levels never fall below 20% of capacity before refueling occurs. Purchasers will be allowed to adjust this percentage up or down in their subsequent Keep-Full agreement depending upon their own unique business requirements. Tanks that are 35% full (15 percent increments of tank capacity above the lower threshold) will not incur fee other than the price of the fuel unless otherwise agreed in the Keep-Full agreement.
- b. Initiating Keep-Full. Prior to initiating Keep-Full coverage, Purchasers will be required to provide Contractor with their specific delivery requirements, which identifies information such as:
 - i. Fuel tank profile information (i.e. site location, site contact, tank size, fuel type, etc.)
 - ii. Available delivery time frames and/or the days and times when deliveries can or cannot occur.
 - iii. Minimum allowable tank level percentage before refueling is to occur.
 - iv. Delivery access procedures, protocols, and or special instructions, if any.
 - v. Requested activation date (not to exceed 5 calendar days of request).
 - vi. Place lower delivery service fees, if any, in the Special Instructions box.
- c. Keep-Full Inventory Management. Contractor shall monitor tank inventory levels to effectively manage tank inventories. Purchasers will be responsible for providing tank level data to the Contractor in a mutually agreed upon method. Purchasers will notify Contractor of any anticipated unusual increases in fuel demand. Contractor shall identify how often tank level data should be communicated relevant to Purchaser's fuel demand

and the preferred communication method. If Keep-Full tanks are equipped with an electronic tank level monitoring system, Purchaser may choose to grant Contractor remote access to the data. If both parties agree, Contractor may equip tanks with electronic tank level monitoring equipment. Contractor will be responsible for the cost of maintaining the equipment unless otherwise agreed to by the Purchaser.

- d. Keep-Full Contract Additions. Purchasers may activate additional tanks or initiate Keep-Full coverage for additional fuel sites. Purchaser and Contractor will mutually agree on any changes to their agreement to include added sites or tanks.
- e. Tank deactivation. Purchaser will immediately notify Contractor when a fuel storage tank is deactivated and state the last day of Keep-Full service in writing. Contractor shall timely acknowledge the notification within two (2) business days and cease service to tank or site as stated from the Purchaser.

3. DELIVERY

- a. Delivery Standard. Deliveries are to be made in a professional manner and in accordance with industry-standard best practices. Contractor shall comply with all applicable laws, ordinances, permits, and not unreasonably encumber the premises with equipment, materials and personnel. Delivery sites will be kept free of the accumulation of waste, spillage or other debris caused by the delivery and the unloading of the fuel.
- b. Tank Filling. Contractor shall fill tanks in accordance with industry-standard best practices and are not to be overfilled such that tank monitoring equipment malfunctions. Purchaser will be allowed to deduct any costs associated to resetting a tank's monitoring equipment from the invoice should an overfill cause the equipment to malfunction.
- c. Delivery Hours. Contractor shall verify delivery hours of each location placing orders. If Contractor arrives outside the scheduled delivery hours and is unable to or denied access to making the delivery, Purchaser shall incur no expense and Contractor assumes all liabilities and responsibility for that attempted delivery.
- d. Delivery Delay. Contractor and Purchaser shall agree on a delivery window, which shall not be more than two (2) hours, as well as a cut off time prior to the end of normal business hours during which the fuel shall be delivered. If Purchaser has provided contact information, Contractor shall contact the Purchaser with an estimated delivery delay to the agreed upon time, which shall not be less than four (4) hours advanced notice.
- e. Demurrage. If Purchaser and Contractor arrange a mutually agreeable delivery date and time and Contractor is unable to fulfill the delivery (within ½ hour of the agreed upon time) due to circumstances caused by Purchaser, Contractor may bill the Purchaser a demurrage fee as agreed to in the Purchase Order with the Purchaser and then reschedule the delivery.
- f. **Delivery Fee. There will be no minimum order quantities. Purchasers may order split loads upon request to multiple fuel sites to reduce delivery fees. Fuel delivery fees are deemed not to exceed fees; they represent a ceiling but not a floor. Contractor will charge delivery fees to Purchaser based on the distance from the rack to the fuel site based on the Delivery information in the Price Sheet. Contractor shall over the life of the Master Contract find innovative ways to reduce the impact of delivery fees.**

- g. Delivery timeframe. Delivery must be made during Purchaser's normal work hours and within timeframes either proposed by Contractor and subsequently accepted by the Purchaser or otherwise mutually agreed in writing between the Purchaser and Contractor at the time of order placement.
- h. Delivery Default. In the event that the Contractor fails to fulfill delivery terms, Purchasers may purchase fuel from another supplier and Contractor will be responsible for paying any additional acquisition costs. Recurring defaults or other non-compliance to delivery terms shall be grounds for Purchaser Order termination and recovery of damages.
- i. Delivery Damages. Failure to comply with agreed upon delivery times may subject Contractor to damages. The Purchaser may refuse shipment when delivered after normal working hours. The acceptance by the purchaser of late performance, with or without objection or reservation by the purchaser, shall not waive the right to claim damage for such breach, nor preclude the purchaser from pursuing any other remedy provided herein, including termination, nor shall such acceptance of late performance constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

All deliveries are to be made to the applicable delivery location. When applicable, the Contractor shall take all necessary actions to safeguard items during inclement weather. In no case shall the Contractor initiate performance prior to receipt of written or verbal authorization from authorized Purchasers. Expenses incurred otherwise shall be borne solely by the Contractor.

- j. Secure Locations. Some delivery sites may have security restrictions requiring delivery personnel to pass a criminal background check before access is granted. In such cases, all on-site service personnel used to service these accounts must comply with Purchaser's security requirements and complete the necessary paperwork in order to perform the criminal background check. Purchaser will coordinate this activity and provide Contractor sufficient advance notification of this requirement. Contractor shall comply with Purchaser's security requirements within thirty (30) days of commencement.
 - k. Fuel supply. Purchaser's fuel tank(s), for which a timely, valid order has been submitted, shall not run out of fuel as a result of any action or failure to act directly attributable to Contractor. Examples include, but are not limited to, actions such as Contractor's opting to prioritize deliveries to other customers for the sake of increased profitability or failing to maintain a reliable fuel supply chain.
 - l. Multiple Deliveries (Equitable Delivery Fee). For deliveries to multiple fuel sites with the same vehicle would require equitable split of the delivery fee. This equitable division of the delivery fee will share cost for the common miles of the delivery. This way the first delivery does not front load the delivery cost. Contractor and Purchasers will work together on the equitable delivery. One method for Equitable Delivery Fee is equally splitting the shared distance from the rack to the location between all Purchasers.
4. **EMERGENCY DELIVERY.** In the event of demand spikes, regional or industry wide fuel shortages, Governor-proclaimed state of emergency, and catastrophes, Contractor shall exercise commercially reasonable efforts to make delivery of Fuel Products to Purchasers in a priority manner.

- a. During times of Governor-proclaimed state of emergency and/or catastrophic events, Contractor shall keep delivery sources filled with employees on call 24 hours a day 7 days a week.
- b. In the event of an emergency, Contractor shall use commercially reasonable efforts to:
 - i. Ensure that Purchasers are supplied with adequate amounts of fuel in preparation for Events;
 - ii. Ensure deliveries to Purchasers are Contractor's first priority to the extent commercially reasonable;
 - iii. Establish priorities for deliveries to Purchasers based on direct communications with Purchasers or interactions with the Washington State Department of Emergency Management (and Enterprise Services), as may be required;
 - iv. Leverage its supply chain, including backup supplies, to insure continuous supply to all Purchasers during an Event; and
 - v. Provide Fuel Products whenever it is safe to do so. Roads will be determined to be unsafe if they are declared as closed by the state or federal government or upon the reasonable business judgment of Contractor.

This reasonable business judgement shall be similar to the judgement exercised by Contractor over the previous twenty-four (24) months.

- c. Purchaser will be responsible for identifying the threat level for emergency delivery timeline. Washington Department of Emergency Management also may identify the threat level, which shall supersede the Purchaser's identified threat level. During times of Governor-proclaimed state of emergency and/or catastrophic events Contractor shall make deliveries as follows:
 - i. Immediate threat to persons or property: Within four (4) hours. Immediate threat means that persons or property are currently subject to harm. For example, a person is in need of immediate medical attention and/or property is currently damaged due to an Event.
 - ii. Imminent threat to persons or property: Within ten (10) hours. Imminent threat means that persons or property will be subject to harm within the near future (i.e. within the next ten (10) hours) due to an Event. For example, if a Purchaser does not have fuel within the near future, persons will need medical attention after that time or property will be subject to damage after that time.
 - iii. Impending threat to persons or property: Within eighteen (18) hours. Impending threat means that persons or property will be subject to harm within the foreseeable future due to an Event. For example, a Tsunami is forecast, within a reasonable amount of accuracy, to impact Washington or the

roads will not be able to be cleared, therefore making them hazardous to travel, if fuel is not delivered.

- d. Deliveries may be reduced, increased or delayed, depending on the Event and the immediate need of the Purchasers in order to ensure that no Purchasers run out of fuel. If a delivery is made short, Contractor shall contact the affected Purchasers prior to delivery to inform them of the short. If the Purchasers provides a reasonable business justification for refusing the short (for example, their usage rate demonstrates the location risks running out of fuel due to the short delivery) then Contractor shall deliver the fuel in the quantity ordered.
 - e. During times of demand spikes, regional or industry wide fuel shortages, urgent need, Governor-proclaimed state of emergency, catastrophes and in the event of fuel supply shortages at the terminal established as the primary point of supply for any particular Purchasers, Contractor shall notify the affected Purchasers of the shortage and the expected date of return to normal operations.
 - f. In the event of an emergency, Contractor, for the duration of the emergency, may charge its standard emergency fee (which is charged to all other purchasers). Such fee shall be included on the invoice as a separate line item in addition to the standard delivery fee. If no standard emergency fee exists, then a reasonable emergency premium is to be added to the invoice (as a separate line item) in addition to normal contract service fees; Provided, however, that any such emergency fee must be invoiced to all of Contractor's customers.
5. **EMERGENCY PLAN.** In the event of an emergency, Contractor will guarantee fulfillment of an emergency Keep-Full delivery within a maximum of six (6) hours of a verbal, electronic, written or faxed order. Emergency orders are to be top priority and Contractor must be equipped and prepared to successfully fulfill an emergency delivery 7 days a week, 24 hours a day. Contractor shall furnish emergency order contact information and always be poised to receive and respond to an emergency order. Contractor must provide the emergency plan upon purchaser's request.
6. **INVOICES.** Failure to provide invoice at the time of delivery will create billing delays and accounting issues for Purchasers.
- a. All invoices will list the type of fuel delivered. The type of fuel delivered is the actual final blends not the components of the blended fuel. For an example, if purchase request a blend of B10 a 90% volume of USLD and 10% volume is B99. The invoice will be listed as B10 and price at the contract rate.
 - b. All common blends (B5, B10, B20, R80/B20) will be priced at the rate listed in Exhibit B- Prices. For all other blends, prices would be based on ratio of blends using the rates listed in Exhibit B- Prices. For example, for the purchase of B15 the price would be 15% of B99 and 85% of ULSD.

- c. Prices of all fuels on each invoice will be based on the OPIS rates listed from the day before delivery. This pricing mechanism is intended to allow for invoices to be provided at the time of delivery.
 - d. Will Call deliveries must be accompanied with an invoice at the time of delivery.
 - e. Keep Full invoices will be sent to Purchaser within eight (8) hours after delivery of fuel. This invoice will include a confirmation of the volume delivered with corroborating documents, such as a bill of landing, stick measurements, or tank monitoring readouts.
 - f. Contractor shall provide a corrected invoice available within two (2) business days from date of delivery, showing the correct/up-to-date amount.
7. **SAFETY STANDARDS.** The handling of the fuel shall comply with all applicable safety laws and standards of the State of Washington and standards established by the United States Department of Transportation, the United States Department of Labor's Occupational Safety and Health Act (OSHA), accepted industry practices, and City/County requirements.
8. **NEGLIGENCE.** Contractor assumes all liability and responsibilities for the handling and transportation of the fuel until it has been placed in the storage tank. Contractor shall be responsible for any and all damage to buildings and/or properties caused by delivery trucks, operating personnel and damages or services necessitated by the failure to deliver fuel or the delivery of faulty product and equipment. Any repair or clean up services shall be made at Contractor's expense and to the satisfaction of the Purchaser. If Contractor fails to comply with these requirements within a reasonable time, Purchasers may deem it expedient to repair damages and perform the necessary services at the expense of Contractor. Should the fuel be unloaded into the incorrect tank (i.e. diesel fuel into a gasoline storage tank), Contractor is responsible for the immediate removal, cleaning, replacement of all products, any resulting damages, and the loss of revenue.
9. **SPILL RESPONSIBILITIES.** Contractor is solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by, the actions of its agents, employees, or subcontractors. Contractor shall take all measures as required by law to prevent fuel spills (which includes but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event of a fuel spill, leak, or release, Contractor shall be responsible for the required notifications, containment, clean up, and disposal of the oil spilled and agrees to take the following actions:
- a. If warranted, evacuate and warn those persons that may be affected by the spill.
 - b. Immediately contact the appropriate Emergency Response Agencies as required.
 - c. Notify the appropriate purchaser representative of the spill within two (2) hours.
 - d. Clean up the spill in a manner that complies with federal, state, and local laws, regulations, rules, and standards.
 - e. For spills, that occur other than on a Purchaser's owned or leased property; provide all notifications and reports as specified by federal, state, and local laws, regulations, rules, standards, and permits.

- f. Attend additional spill prevention training (at the contractor's expense).
- g. Acquire (Contractor's expense) additional spill prevention equipment.

Should Contractor fail or refuse to take the appropriate and timely containment, clean up, and disposal actions, the purchaser may do so and the contractor shall reimburse the purchaser for all expenses incurred including fines levied by appropriate agencies of federal, state, or local governments. If there are no moneys due, the remediation costs shall be the responsibility Contractor or submitted as a claim to the bonding company.

10. **SPILL NOTIFICATION AND RESPONSE PLAN.** Upon request of the Purchaser, Contractor will provide a copy of their spill notification and response plan within ten (10) business days after request. Any updates to the Spill Notification and Response Plan will be provided to Enterprise Services within five (5) business days.
11. **ENVIRONMENTAL CONSIDERATIONS.** Contractors shall comply with all environmental regulations relevant to the contracted refueling service provided.
12. **TANK TESTING.** There may be occasions when Purchaser's tanks need to be "topped off" for testing purposes. In such case, Purchaser will be allowed to initiate a "top off" order and the already established contract pricing is to be applied. If Purchaser requires the delivery to occur on a specific date, Purchaser is to provide Contractor with at least five (5) business days' advance notice.
13. **MCNEIL ISLAND CONDITION (APPLICABLE TO OLYMPIC REGION ONLY).** McNeil Island is prone to operational conditions that may delay delivery. The barge service for McNeil Island runs Tuesday through Friday with the following schedule:

Depart Steilacoom	Depart McNeil
9:00 AM	12:00 PM
12:55 PM	2:15 PM
3:00 PM	3:50 PM

Contractor are cautioned that barge runs used for fuel delivery are subject to change. Additional details regarding McNeil Island is below.

A truck and trailer (approximately 70 ft. long) is able to ride the McNeil Island barge. There is no additional cost to take a truck and trailer on the barge, as Department of Corrections owns and operates the barge.

In regards to the barge schedule, Contractor will be required to contact Department of Corrections to set up a schedule. The time the barge leaves is 12:55 pm "ON" and 3:50 pm "OFF". Time to the island is dependent upon tide levels. Afternoon runs are more likely in the spring/summer as low tide is encountered more often during the day. Department of Corrections can typically place fuel trucks on the earlier run – 9:00 a.m. to the island and departing at 12:00 p.m. when the tide is favorable.

There is an approximate 2.5-hour window before Contractor could return to the barge to the mainland.

Projected tides are factored in when manifesting barge runs, and runs are not to be scheduled during critically low tide periods.

The driver(s) must have a National Crime Information Center (NCIC) background check done by and at Department of Corrections expense. The background checks are good for one (1) year; after which they must be resubmitted/renewed.

14. **SECURITY CLEARANCE.** Some deliveries will be made to secure facilities and drivers entering those facilities will have to have clearance prior to admittance. The clearance applications will be made available upon request. Contractor must obtain the required clearance before any scheduled delivery to secure facilities.

15. **CUSTOMER SERVICE.**

- a. Contractor shall have at a minimum one (1) primary and one (1) secondary representative who will be knowledgeable about the contractual requirements and will serve as the dedicated points of contact.
- b. The Contractor representatives must be available for Purchaser service calls during standard business hours (8:00 a.m. to 5:00 p.m. PST Monday through Friday).
- c. The Contractor representatives must respond to Purchaser inquiries within four (4) business hours.
- d. Purchaser requests for customer service escalation shall be resolved within one (1) business day.
- e. In addition to Contractor representatives, Contractor shall have a dedicated, U.S.-based staff for Purchaser service calls who are familiar with the contract and its pricing parameters. Purchaser service must be available to take calls and respond to e-mails, Monday through Friday, during the hours of 8:00 a.m. to 5:00 p.m. PST.

16. **REPORTS.** Contractor must provide the following information to Enterprise Services in an electronic spreadsheet format within fifteen (15) days following any calendar quarter:

- a. Volumes and types of fuel(s) delivered (including whether clear or dyed).
- b. Purchaser Name
- c. Deliver Date
- d. Delivery Location
- e. Invoice Number
- f. Tank capacity
- g. Average gallons delivered by fuel site
- h. Actual fuel(s) delivered

17. **PURCHASER REPORT.** Upon request from Purchaser, Contractor will provide Purchaser a report on their fuel data. All data must be made available to Purchaser within one (1) week of request. For any other data requested from Purchasers, Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.

18. **LAB TEST RESULTS.** Upon request from Purchaser, Contractor will provide purchaser test results from supplied materials. If Contractor has testing results available, Contractor will provide the results to Purchaser at zero cost. If Contractor testing results are not available, Purchaser will be responsible for the cost of the fuel testing. This data must be made available to Purchaser within one (1) week of request. For any other data request from Purchasers, Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.
19. **OTHER REQUIRED REPORT(S).** All reports required under this contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to products description, per unit quantities sold, contract price, source of **in-state** feedstock and/or production in an electronic format that can be read by MS Excel. Additional reports may include requests from State Efficiency and Environment Performance (SEEP), which may vary year to year. Other required reports will be designed and requested by the Contract Administrator. Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.
20. **TANK MONITORING REPORT.** If Contractor provides tank monitoring to Purchasers, they may request a tank monitoring report. Contractor will provide such report within five (5) business days.
21. **OPERATIONAL CAPABILITY.**
- a. **TRAINING.** Contractor will have delivery drivers trained for specific site requirements. Purchaser and Contractor may schedule site trainings for drivers at Contractors expense. Contractor will have at least three (3) drivers trained for each site. In the event that the primary driver is unavailable, one of the alternate drivers will deliver to the location.
 - b. **SUPPLY AGREEMENT.** Contractor shall use its best efforts to maintain uninterrupted relationships with refineries, pipelines, terminals, and other sources of fuel supply and distribution through supply agreements necessary to supply Purchasers with the total quantity of required fuel for the life of the contract. These relationships and agreements must support the State of Washington's Fuel Product's needs.
 - c. **FLEET.** Contractor shall use its best efforts to insure that their carriers provide a consistently high level of professionalism, workmanship, and customer service. Contractor shall maintain a sufficient fleet of fuel trucks, either with subcontractors or under their direct control, to meet delivery needs of the State and this Master Contract. The on-time performance of all carriers must be measured by Contractor and corrective actions shall be taken to remedy poor carrier performance. Notwithstanding any provision to the contrary, Contractor must remove any particular carrier or delivery personnel from providing Service to any particular Purchaser upon Enterprise Services' or the Purchaser's request and reasonable business judgment.
 - d. **USE OF SUBCONTRACTORS.** Subcontractors must be a current fuel delivery service in Washington State or near Washington State border or have an identified, current and existing fuel delivery service subcontractor(s) in Washington State or near Washington State border.

Contractor will make every reasonable effort to include diverse subcontractors to the Voluntary Inclusion Plan. The Voluntary Inclusion Plan will be discussed with Contractor and Enterprise Services on an annual basis to improve diverse subcontractor use.

- e. **CONTRACT TRANSITION PLAN.** Contractor must provide a contract transition plan to purchaser with the following information, which will include site requirements, special equipment, location of fuel sites and gallons delivered. Without an agreed upon transition plan, upon contract expiration 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 sixty (60) days after contract expiration is deemed abandoned and becomes the property of the purchaser.

22. **ADDITIVES/CONDITIONERS/TREATMENTS.** At the Purchaser's request, Contractor may be required to supply and blend a fuel additive, conditioner, or treatment products to the fuel purchased. The price charged for additives, conditioners, or treatments shall not exceed the lowest price charged to other purchasers and the prices are to be comparable to current market rates of other suppliers. At Purchaser's request, Contractor is to provide supporting documentation to validate price compliance.

23. **BIODIESEL BLENDING.**

- a. Blending and handling of biodiesel must conform to the most current [Biodiesel Handling and Use Guidelines](#) as published by the U.S. Department of Energy.
- b. Contract shall use the blending methods below in order of precedence:
 - i. Premixed blend from the rack in the ordered percentage, when available consistently and reliably, filled directly into the delivery truck's storage tank.
 - ii. Injection blending using a true in-line computerized injection system that regulates the flow so that both products proportionally mix prior to entering the delivery truck's storage tank.
 - iii. In line blending using the two hose method where the biodiesel hose and the diesel hose form a "Y" connection just prior to entering the truck storage tank. Contractor shall adjust flow rates to ensure the proper mix and concentration is made for each storage tank.
 - iv. Splash blending at the rack. The biodiesel will be added to the delivery truck's storage tank first, and then the tank will be filled under pressure with petroleum diesel to achieve the requested biodiesel blend in the delivery truck's storage tank.
- c. All biodiesel blends will be transferred using clean hoses. If delivery vehicle has dedicated hose capability, Contractor shall use dedicated hoses properly labeled for that purpose. Contractor must ensure hoses will not contaminate the fuels or tanks and Contractor shall use cleaning techniques that prevents contamination.

24. **COST MITIGATION.** In accordance with [RCW 35.58.262](#), some Purchasers have the right to employ various cost mitigation strategies (i.e. hedging) in acquiring fuel via contractors. These strategies may include futures contracts, swap transactions, option contracts, costless collars, and long-term storage. Purchasers who elect to utilize these cost-mitigation strategies may be charged a fee or other funding mechanisms to cover the cost to deploy these strategies. Enterprise Services accepts no responsibility for these services provided to Purchasers under [RCW 35.58.262](#) under the Master Contract.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME: _____

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: _____

Signature of Bidder's authorized person

Print Name of person making certifications for Bidder

Title: _____

Title of person signing certificate

Place: _____

Print city and state where signed

Date: _____



EXHIBIT B-3 – DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS
FOR
BIDDERS WHO PLAN TO UTILIZE SUBCONTRACTORS TO PERFORM THE CONTRACT, IF AWARDED

Competitive Solicitation:	No. 08721 – Fuels: Gasoline, Diesel, and Renewable
Bidder:	_____ Type/print full legal name of Bidder

Exhibit B-3 – Diverse Business Inclusion Plan – Subcontractors is divided into the following three sections:

Section 1 – Provides information about Enterprise Services’ small and diverse business opportunities.

Section 2 – Provides instructions and information regarding who must submit **Exhibit B-3 – Diverse Business Inclusion Plan – Subcontractors** and what is required.

Section 3 – Provides the template for the **Diverse Business Inclusion Plan – Subcontractors** for the above referenced Competitive Solicitation and the information prompts that bidders, if required (i.e., bidder, if awarded, plans to use subcontractors), must complete.

SECTION 1: ENTERPRISE SERVICES & SMALL/DIVERSE BUSINESSES

As set forth in the Competitive Solicitation (see section 6.2), Enterprise Services, in accordance with Washington law and to the maximum extent practicable, encourages and supports small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.005](#) (Washington small businesses).

For purposes of this Competitive Solicitation, the following terms have the following meanings:

SMALL/DIVERSE BUSINESS CATEGORY	DEFINITION
Minority-Owned Business:	Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a minority-owned business (MBE). See, RCW 39.19.120 and WAC 326-20 .

SMALL/DIVERSE BUSINESS CATEGORY	DEFINITION
Woman-Owned Business:	Limited to firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a woman-owned business (WBE). See, RCW 39.19.120 and WAC 326-20.
Veteran-Owned Business:	Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See, RCW 43.60A.010(7) & RCW 43.60A.190. Such firms must meet four requirements: • <i>51% Ownership.</i> The firm must be at least fifty-one percent (51%) owned and controlled by: (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007; (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves. • <i>Washington Incorporation/Location.</i> The firm must be <u>either</u> an entity that is incorporated in the state of Washington as a Washington domestic corporation <u>or, if not incorporated,</u> an entity whose principal place of business is located within the State of Washington. • <i>WEBS Certification.</i> The firm must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS). • <i>WDVA Certification.</i> The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses).

SMALL/DIVERSE BUSINESS CATEGORY	DEFINITION
Washington Small Business:	Limited to firms that meet the following three (3) requirements: 1. <i>Location.</i> The firm's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel. 2. <i>Size.</i> The firm must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on the firm's federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years. 3. <i>WEBS Certification.</i> Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS). See, RCW 39.26.010(22) & .010(13). Washington Small Business also includes, Minibusinesses and Microbusinesses. Such firms just have a small 'size' requirement: ▪ <i>Minibusiness Size Requirement:</i> The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars (\$1,000,000) but less than three million dollars (\$3,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. See, RCW 39.26.010(17). ▪ <i>Microbusiness Size Requirement:</i> The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars (\$1,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. See, RCW 39.26.010(16).

In support of the state's economic goals and to support a diverse supplier pool, Enterprise Services has established the following voluntary numerical goals for Enterprise Services' Competitive Solicitations for Master Contracts:

- Ten percent (10%) Minority-Owned Businesses;
- Six percent (6%) Woman-Owned Businesses;
- Five percent (5%) Veteran-Owned Businesses; and
- Twenty-five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or minibusinesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

SECTION 2: INFORMATION & INSTRUCTIONS FOR COMPLETING *EXHIBIT B-3 DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS*

1. Bidders who, if awarded a Master Contract, intend to use subcontractors, must complete ***Exhibit B-3 – Diverse Business Inclusion Plan – Subcontractors*** in the form set forth herein. Awarded bidders who do not submit a Diverse Business Inclusion Plan will be precluded from utilizing subcontractors to perform the Master Contract.
 - **Note:** ***Exhibit B-3 – Diverse Business Inclusion Plan – Subcontractors*** is NOT required if bidder, if awarded, does NOT intend to use subcontractors for this Contract.
2. As part of the ***Diverse Business Inclusion Plan – Subcontractors***, bidder is encouraged to include an anticipated list of small/diverse subcontractors who may assist bidder in fulfilling bidder's contractual obligations, if bidder is awarded a Master Contract pursuant to this Competitive Solicitation. This list should identify any subcontractors who are small/diverse businesses as defined above.
 - **Note:** The businesses included in the ***Diverse Business Inclusion Plan – Subcontractors*** are listed as examples of the businesses that bidder may use as subcontractors and does NOT obligate bidder to utilize those specific businesses in performing the Master Contract, if awarded. If awarded, the bidder's ***Diverse Business Inclusion Plan – Subcontractor*** will be incorporated into the terms and conditions of the resulting Master Contract and bidder will report performance and progress to Enterprise Services as set forth in the Master Contract and in annual contract management meetings.
3. Bidders must describe their efforts in engaging and reducing any barriers to participation by small/diverse businesses, including outreach, education/mentorship, and process changes designed to increase small/diverse business participation.
4. If the proposed subcontractors are self-identified diverse businesses, bidder will encourage and support efforts for their certification with the appropriate Washington state agencies.
5. The small/diverse business goals set forth herein are voluntary. Bidders will not be considered non-responsive if the ***Diverse Business Inclusion Plan – Subcontractors*** has a zero small/diverse business participation amount. Enterprise Services, however, encourages bidders to be proactive in engaging small/diverse business participation. No preference will be included in the evaluation of bids based on the ***Diverse Business Inclusion Plan – Subcontractors***. No minimum level of small/diverse business participation is required as a condition for receiving a Master Contract award.
6. Enterprise Services will review the ***Diverse Business Inclusion Plan – Subcontractors*** for a genuine effort and the maximum opportunity to contribute toward Enterprise Services' aspirational goals. Awarded bidders who utilize subcontractors will meet with Enterprise Services annually regarding their small/diverse business aspirational inclusion goals and outreach efforts set forth in their ***Diverse Business Inclusion Plan – Subcontractors***.

SECTION 3: BIDDER'S *DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS*

1. BIDDER'S ANTICIPATED DIVERSE BUSINESS PARTICIPATION (GOALS) List bidder's anticipated small/diverse business category participation goals for subcontractor participation, if bidder is awarded a Master Contract. Bidders may list any goal amount. These goals are aspirational goals for bidder's use of small/diverse business subcontractors, if awarded a Master Contract pursuant to this Competitive Solicitation.		
SMALL/DIVERSE BUSINESS CATEGORY	ENTERPRISE SERVICES GOALS	ANTICIPATED PERCENT OF CONTRACT AMOUNT (GOALS)
Minority-Owned Business	10%	
Woman-Owned Business	6%	
Veteran-Owned Business	5%	
Washington Small Business	25%	
2. BIDDER'S DIVERSE BUSINESS SUBCONTRACTING LIST Provide the firm information of the relevant small/diverse business subcontractors that bidder anticipates utilizing, if awarded a Master Contract pursuant to this Competitive Solicitation. Please identify the names of the firms as they are listed in Washington's Electronic Business Solution (WEBS) and provide the firm's applicable certification numbers (for Minority, Woman, and Veteran-Owned firms).		
STATE CERTIFICATION CATEGORY	LIST OF FIRMS	
Minority-Owned Businesses		
Woman-Owned Businesses		
Veteran-Owned Businesses		
Washington Small Businesses		
3. DESCRIBE BIDDER'S PLAN TO MEET OR EXCEED BIDDER'S VOLUNTARY <i>DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS</i> GOALS, INCLUDING OUTREACH. Response:		
4. IDENTIFY BIDDER'S PRIMARY CONTACT FOR BIDDER'S <i>DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS</i> GOALS. Response:		
Bidder commits to a make a genuine effort to achieve the proposed subcontract amounts with small/diverse business subcontractors as stated above. Bidder will develop a comprehensive outreach strategy that will engage small/diverse businesses registered with the State of Washington in WEBS.		
_____ Bidder's Authorized Representative	_____ Dated Signed	



REGIONAL MASTER CONTRACT

No. 08721

FUELS: GASOLINE, DIESEL, AND RENEWABLE

[REDACTED] **REGION**

[WILL CALL/KEEP FULL/RENEWABLE DIESEL/RENEWABLE GASOLINE]

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

Dated _____, 2021

REGIONAL MASTER CONTRACT

No. 08721

FUELS: GASOLINE, DIESEL, AND RENEWABLE

REGION

[WILL CALL/KEEP FULL/RENEWABLE DIESEL/RENEWABLE GASOLINE]

This Regional Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and [REDACTED], a [REDACTED] (“Contractor”) and is dated and effective as of [REDACTED], 2021.

R E C I T A L S

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Master Contract for Fuels: Gasoline, Diesel, and Renewables that is designed to enable eligible purchasers to procure specified delivery of fuel from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Master Contract. The Master Contract is limited to delivery of fuels.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 08721 dated September 2, 2021. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of a Master Contract, by region and by delivery method and renewable fuel type, in which the State of Washington was divided into seven regions. In addition, within four (4) regions, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Certified Veteran-Owned businesses.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as **an/the** apparent successful bidder for the [REDACTED] region for [REDACTED] delivery of fuel.
- E. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Master Contract is to enable eligible purchasers to purchase fuel delivery services as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Contract is thirty-six (36) months, commencing [REDACTED], 2021 and ending [REDACTED], 20[REDACTED]; *Provided*, however, that if Contractor is not in default and if, by December 31, 2023, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Master Contract, by written amendment, for up to twenty-four (24) additional months. To earn the performance-based Master Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Fuel Specifications:	Continuously meets or exceeds the Fuel Requirements set forth in Exhibit A.
Fuel Delivery Requirements:	Meets or exceeds the Fuel Delivery Requirements set forth in Master Contract ninety percent (90%) of the time for each Purchaser.
Timely Delivery:	Must meet the delivery window for at least 97% of all deliveries.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Master Contract. <i>See Exhibit C – Insurance Requirements</i> at § 4.
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Master Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Master Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in – *Fuel* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Fuels*.

- (a) **Goods.** For purposes of this Master Contract, “Fuels” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.
 - (b) **Services.** For purposes of this Master Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.
 - (c) **Specifications.** Where applicable, specifications for Fuels and/or Services are detailed in the Purchase Order. Unless otherwise specified in the Purchase Order, all Fuels and/or Services provided shall be new and unused of the latest model or design.
- 3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Fuels and/or Services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Master Contract.
- 3.3. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Fuels/Services at no greater than the prices set forth in *Exhibit B – Prices*.
- 3.4. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Master Contract provide Fuels/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
 - 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this

Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Master Contract.

- 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.5. **WAGE VIOLATIONS.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.6. **PAY EQUALITY.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) calendar days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
- 4.7. **EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 4.8. **WASHINGTON SMALL BUSINESS.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Washington Small Business as defined and set for in Contractor's Bidder's Certification.
- 4.9. **CERTIFIED VETERAN-OWNED BUSINESS.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Certified Veteran-Owned Business as defined and set for in Contractor's Bidder's Certification.
- 4.10. **COVID-19 VACCINATION VERIFICATION.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Master Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021). Contractor further represents and warrants that Contractor:
- (a) Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021);
 - (b) Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
 - (c) Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
 - (d) Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
 - (e) Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
 - (f) Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation

that such personnel are in compliance with the above-referenced Proclamation; and

- (g) Will provide to Enterprise Services or Purchaser, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

- 4.11. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Master Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or Purchase Order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state or local) terminated for cause or default.
- 4.12. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.13. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.14. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.15. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Fuels and/or Services or suggesting that such Fuels and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.16. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or

individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 4.17. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Master Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.18. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Fuels or Services that are the subject of this Master Contract.
- 4.19. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Master Contract for the sixty (60) day period immediately before such transition.
- 4.20. **FEDERAL CLAUSES/FTA CLAUSES.** Contractor represents and warrants that for any Purchase Order for Fuel pertaining to any eligible Purchaser that is subject to the Federal Transportation Authority provisions (e.g., the Purchaser is using FTA funds in whole or in part to pay for the Fuel Products), the Purchase Order also shall be subject to the FTA Clauses set forth in *Exhibit D – FTA Clauses for Fuel*.
- 4.21. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Master Contract.
- 4.22. **FUEL QUALITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor shall provide only fuels that meet or exceed the quality standards set forth in *Exhibit A – Included Fuels*.
- 4.23. **FUEL DELIVERY REQUIREMENTS.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is able to and will meet or exceed the fuel delivery requirements set forth in *Exhibit A – Included Fuels*.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. FUELS WARRANTY. Contractor warrants that Fuels provided pursuant to this Master Contract comply with the fuel specifications set forth in *Exhibit A – Included Fuels* and shall be delivered in full compliance with applicable law (“Fuels Warranty”). Contractor further warrants that it has good and marketable title to the Fuels and shall keep Purchaser’s property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. FUELS REMEDY. If Goods do not comply with the Fuels Warranty, at Purchaser’s election, Contractor promptly shall remedy the defect by removing, repairing, correcting, and replacing any defective Fuels. Contractor’s Fuels Warranty support shall include, at Contractor’s sole expense, all technical support, parts, materials and equipment, and labor, including freight and “in/out” costs required to address the defect. If, in Purchaser’s judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.
- 5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services shall comply with the delivery requirements set forth in *Exhibit A – Included Fuels*.
- 5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming, Contractor promptly shall remedy the non-conformance, or at Purchaser’s election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Fuels or Services (“IT Fuels” and “IT Services”, respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of

any third party (“IT Warranty”). The IT Warranty will expire twelve (12) months after the date IT Fuels are delivered or IT Services are complete, as applicable.

- 5.6. IT REMEDY. If IT Fuels or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser’s election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Fuels; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Fuels.
 - 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Fuels, Services, IT Fuels, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser’s option, Purchaser will offset the costs incurred from amounts owing to Contractor.
 - 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
6. **SAFETY; SECURITY.** Contractor’s failure to comply with any of the requirements in this Section shall be cause for termination.
- 6.1. REGULATORY REQUIREMENTS/SAFETY. Fuels/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, and/or local regulatory agency requirements applicable to the Fuels/Services.
 - 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets (“MSDS”) at the time of delivery of each shipment of Fuels which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
 - 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
 - 6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser’s premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.

- 6.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.
- 6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.
- 6.7. SECURITY CLEARANCE. Some deliveries will be made to secure facilities and drivers entering those facilities will have to have clearance prior to admittance. The clearance applications will be made available upon request. Contractor must obtain the required clearance before any scheduled delivery to secure facilities.
- 6.8. SAFETY STANDARDS. The handling of the fuel shall comply with all applicable safety laws and standards of the State of Washington and standards established by the United States Department of Transportation, the United States Department of Labor's Occupational Safety and Health Act (OSHA), accepted industry practices, and City/County requirements.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Master Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Master Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Master Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; and (d) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Master Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE MASTER CONTRACT – PURCHASES.

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Fuels and/or Services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All Purchase Orders must reference the Master Contract number. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any ‘click-agreement,’ software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Master Contract.

(a) WILL CALL ORDERING REQUIREMENTS. Will Call Purchasers will place fuel orders on an as needed basis for specific fuel sites. Will Call may include on-going regularly scheduled deliveries.

- i. Order Placement. Purchaser will place Will Call order with Contractor representatives. Contractor shall acknowledge all Purchaser Orders from Purchasers with valid customer accounts within one (1) business day. Contractor will deliver request fuel volume within two (2) business days after a verbal, electronic, written or faxed order is received. Purchaser will set delivery time and special requirements for deliver.
- ii. Fuel Amount. The amount of fuel product delivered by Contractor must be reasonably equal (within +/- 2%) to the amount of fuel product ordered by Purchaser.

(b) KEEP-FULL ORDERING REQUIREMENTS.

- i. Setup and Order Placement. Keep-Full service requires Contractor and Purchaser to have a post award agreement that meets Purchaser’s needs. Contractor guarantees that their supply agreements provides sufficient capacity to satisfy Purchaser’s needs. In general, the state expects that tank levels never fall below 20% of capacity before refueling occurs. Purchasers will be allowed to adjust this percentage up or down in their subsequent Keep-Full agreement depending upon their own unique business requirements. Tanks that are 35% full (15 percentage increments of tank capacity above the lower threshold) will not incur fee other than the price of the fuel unless otherwise agreed in the Keep-Full agreement.
- ii. Initiating Keep-Full. Prior to initiating Keep-Full coverage, Purchasers will be required to provide Contractor with their specific delivery requirements, which identifies information such as:
 - a. Fuel tank profile information (i.e. site location, site contact, tank size, fuel type, etc.)
 - b. Available delivery time frames and/or the days and times when deliveries can or cannot occur.
 - c. Minimum allowable tank level percentage before refueling is to occur.

- d. Delivery access procedures, protocols, and or special instructions, if any.
 - e. Requested activation date (not to exceed five calendar days of request).
 - f. Place lower delivery service fees, if any, in the Special Instructions box.
 - iii. Keep-Full Inventory Management. Contractor shall monitor tank inventory levels to effectively manage tank inventories. Purchasers will be responsible for providing tank level data to the Contractor in a mutually agreed upon method. Purchasers will notify Contractor of any anticipated unusual increases in fuel demand. Contractor shall identify how often tank level data should be communicated relevant to Purchaser's fuel demand and the preferred communication method. If Keep-Full tanks are equipped with an electronic tank level monitoring system, Purchaser may choose to grant Contractor remote access to the data. If both parties agree, Contractor may equip tanks with electronic tank level monitoring equipment. Contractor will be responsible for the cost of maintaining the equipment unless otherwise agreed to by the Purchaser.
 - iv. Keep-Full Contract Additions. Purchasers may activate additional tanks or initiate Keep-Full coverage for additional fuel sites. Purchaser and Contractor will mutually agree on any changes to their agreement to include added sites or tanks.
 - v. Keep-Full Tank Deactivation. Purchaser will immediately notify Contractor when a fuel storage tank is deactivated and state the last day of Keep-Full service in writing. Contractor shall timely acknowledge the notification within two business days and cease service to tank or site as stated from the Purchaser.
- 8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Fuels/Services are delivered or provided as required by this Master Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
- (a) Deliveries are to be made in a professional manner and in accordance with industry- standard best practices. Contractor shall comply with all applicable laws, ordinances, permits, and not unreasonably encumber the premises with equipment, materials and personnel. Delivery sites will be kept free of the accumulation of waste, spillage, or other debris caused by the delivery and the unloading of the fuel.
 - (b) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
 - (c) In the event that Contractor fails to fulfill delivery terms, Purchasers may purchase fuel from another supplier and Contractor will be responsible for

paying any additional acquisition costs. Recurring defaults or other non-compliance to delivery terms shall be grounds for contract termination and recovery of damages.

- (d) Contractor shall verify delivery hours of each location placing orders. If Contractor arrives outside the scheduled delivery hours and is unable to or denied access to making the delivery, Purchaser shall incur no expense and Contractor assumes all liabilities and responsibility for that attempted delivery.
- (e) There will be no minimum order quantities. Purchasers may order split loads upon request to multiple fuel sites to reduce delivery fees. Fuel delivery fees are deemed not to exceed fees; they represent a ceiling but not a floor. Contractor will charge delivery fees to customers based on the distance from the rack to the fuel site based on the Delivery information in the Price Sheet. Contractor shall over the life of the contract find innovative ways to reduce the impact of delivery fees.
- (f) Some delivery sites may have security restrictions requiring delivery personnel to pass a criminal background check before access is granted. In such cases, all on-site service personnel used to service these accounts must comply with Purchaser's security requirements and complete the necessary paperwork in order to perform the criminal background check. Purchaser will coordinate this activity and provide Contractor sufficient advance notification of this requirement. Contractor shall comply with Purchaser's security requirements within thirty (30) days of commencement.
- (g) Contractor and Purchaser shall agree on a delivery window, which shall not be more than two (2) hours, as well as a cut off time prior to the end of normal business hours during which the fuel shall be delivered. If Purchaser has provided contact information, Contractor shall contact the Purchaser with an estimated delivery delay to the agreed upon time, which shall not be less than four (4) hours advanced notice.
- (h) Contractor shall fill tanks in accordance with industry-standard best practices and are not to be overfilled such that tank monitoring equipment malfunctions. Purchaser will be allowed to deduct any costs associated to resetting a tank's monitoring equipment from the invoice should an overfill cause the equipment to malfunction.
- (i) If Purchaser and Contractor arrange a mutually agreeable delivery date and time and Contractor is unable to fulfill the delivery (within ½ hour of the agreed upon time) due to circumstances caused by Purchaser. Contractor may bill the purchaser a demurrage fee and then reschedule the delivery.
- (j) Purchaser's fuel tank(s), for which a timely, valid order has been submitted, shall not run out of fuel as a result of any action or failure to act directly attributable to Contractor. Examples include, but are not limited to, actions such as Contractor's opting to prioritize deliveries to other customers for

the sake of increased profitability or failing to maintain a reliable fuel supply chain.

- (k) Multiple Deliveries (Equitable Delivery Fee). For deliveries to multiple fuel sites with the same vehicle would require equitable split of the delivery fee. This equitable division of the delivery fee will share cost for the common miles of the delivery. This way the first delivery does not front load the delivery cost. Contractor and Purchasers will work together on the equitable delivery. One method for Equitable Delivery Fee is equally splitting the shared distance from the rack to the location between all customers.
- (l) Contractor shall bear all risk of loss, damage, or destruction of the Fuels and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- (m) All written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

8.3. EMERGENCY DELIVERY. In the event of demand spikes, regional or industry wide fuel shortages, Governor-proclaimed state of emergency, and catastrophes, Contractor shall exercise commercially reasonable efforts to make delivery of Fuel Products to Purchasers in a priority manner.

- (a) During times of Governor-proclaimed state of emergency and/or catastrophic events, Contractor shall keep delivery sources filled with employees on call 24 hours a day 7 days a week.
- (b) In the event of an emergency, Contractor shall use commercially reasonable efforts to:
 - i. Ensure that Purchasers are supplied with adequate amounts of fuel in preparation for emergency events;
 - ii. Ensure deliveries to Purchasers are Contractor's first priority to the extent commercially reasonable;
 - iii. Establish priorities for deliveries to Purchasers based on direct communications with Purchasers or interactions with the Washington State Department of Emergency Management (and Enterprise Services), as may be required;
 - iv. Leverage its supply chain, including backup supplies, to insure continuous supply to all Purchasers during an Event; and
 - v. Provide Fuel Products whenever it is safe to do so. Roads will be determined to be unsafe if they are declared as closed by the state or federal government or upon the reasonable business judgment of Contractor.

- vi. This reasonable business judgment shall be similar to the judgment exercised by Contractor over the previous twenty-four (24) months.
- (c) Purchaser will be responsible for identifying the threat level for emergency deliver timeline. Washington Department of Emergency Management also may identify the threat level, which shall supersede the Purchaser's identified threat level. During times of Governor proclaimed state of emergency and/or catastrophic events Contractor shall make deliveries as follows:
 - i. Immediate threat to persons or property: Within four (4) hours. Immediate threat means that persons or property are currently subject to harm. For example, a person is in need of immediate medical attention and/or property is currently damaged due to an Event.
 - ii. Imminent threat to persons or property: Within ten (10) hours. Imminent threat means that persons or property will be subject to harm within the near future (i.e. within the next 10 hours) due to an Event. For example, if a Purchaser does not have fuel within the near future, persons will need medical attention after that time or property will be subject to damage after that time.
 - iii. Impending threat to persons or property: Within eighteen (18) hours. Impending threat means that persons or property will be subject to harm within the foreseeable future due to an Event. For example, a Tsunami is forecast, within a reasonable amount of accuracy, to impact Washington or the roads will not be able to be cleared, therefore making them hazardous to travel, if fuel is not delivered.
- (d) Deliveries may be reduced, increased, or delayed, depending on the emergency event and the immediate need of the Purchasers in order to ensure that no Purchasers run out of fuel. If a delivery is made short, Contractor shall contact the affected Purchasers prior to delivery to inform them of the short. If the Purchasers provides a reasonable business justification for refusing the short (for example, their usage rate demonstrates the location risks running out of fuel due to the short delivery) then Contractor shall deliver the fuel in the quantity ordered.
- (e) During times of demand spikes, regional or industry wide fuel shortages, urgent need, Governor-proclaimed state of emergency, catastrophes, and in the event of fuel supply shortages at the terminal established as the primary point of supply for any particular Purchasers, Contractor shall notify the affected Purchasers of the shortage and the expected date of return to normal operations.

- (f) In the event of an emergency, Contractor, for the duration of the emergency, may charge its standard emergency fee (which is charged to all other purchasers). Such fee shall be included on the invoice as a separate line item in addition to the standard delivery fee. If no standard emergency fee exists, then a reasonable emergency premium is to be added to the invoice (as a separate line item) in addition to normal contract service fees; *Provided*, however, that any such emergency fee must be invoiced to all of Contractor's customers.
- 8.4. EMERGENCY PLAN. In the event of an emergency, Contractor will guarantee fulfillment of an emergency Keep-Full delivery within a maximum of six (6) hours of a verbal, electronic, written or faxed order. Emergency orders are to be top priority and Contractor must be equipped and prepared to successfully fulfill an emergency delivery 7 days a week, 24 hours a day. Contractor shall furnish emergency order contact information and always be poised to receive and respond to an emergency order. Contractor must provide the emergency plan upon purchaser's request.
- 8.5. NEGLIGENCE. Contractor assumes all liability and responsibilities for the handling and transportation of the fuel until it has been placed in the Purchasers storage tank. Contractor shall be responsible for any and all damage to buildings and/or properties caused by delivery trucks, operating personnel and damages or services necessitated by the failure to deliver fuel or the delivery of faulty product and equipment. Any repair or clean up services shall be made at Contractor's expense and to the satisfaction of the Purchaser. If Contractor fails to comply with these requirements within a reasonable time, Purchasers may deem it expedient to repair damages and perform the necessary services at the expense of Contractor. Should the fuel be unloaded into the incorrect tank (i.e. diesel fuel into a gasoline storage tank), Contractor is responsible for the immediate removal, cleaning, replacement of all products, any resulting damages, and the loss of revenue.
- 8.6. SPILL RESPONSIBILITIES. Contractor is solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by, the actions of its agents, employees, or subcontractors. Contractor shall take all measures as required by law to prevent fuel spills (which includes but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event of a fuel spill, leak, or release, Contractor shall be responsible for the required notifications, containment, clean up, and disposal of the oil spilled and agrees to take the following actions:
- (a) If warranted, evacuate and warn those persons that may be affected by the spill.
 - (b) Immediately contact the appropriate Emergency Response Agencies as required.
 - (c) Notify the appropriate purchaser representative of the spill within two (2) hours.
 - (d) Clean up the spill in a manner that complies with federal, state, and local laws, regulations, rules and standards.

- (e) For spills, that occur other than on a Purchaser's owned or leased property; provide all notifications and reports as specified by federal, state, and local laws, regulations, rules, standards and permits.
- (f) Attend additional spill prevention training (at the contractor's expense).
- (g) Acquire (at Contractor's expense) additional spill prevention equipment.

Should Contractor fail or refuse to take the appropriate and timely containment, clean up, and disposal actions, the purchaser may do so and the contractor shall reimburse the purchaser for all expenses incurred including fines levied by appropriate agencies of federal, state, or local governments. If there are no moneys due, the remediation costs shall be the responsibility of Contractor or submitted as a claim to the bonding company.

- 8.7. SPILL NOTIFICATION AND RESPONSE PLAN. Upon request of Purchaser, Contractor will provide a copy of their spill notification and response plan within ten (10) business days after request. Any updates to the Spill Notification and Response Plan will be provided to Enterprise Services within five (5) business days.
- 8.8. ENVIRONMENTAL CONSIDERATIONS. Contractors shall comply with all environmental regulations relevant to the contracted refueling service provided.
- 8.9. TANK TESTING. There may be occasions when Purchaser's tanks need to be "topped off" for testing purposes. In such case, Purchaser will be allowed to initiate a "top off" order and the already established contract pricing is to be applied. If Purchaser requires the delivery to occur on a specific date, Purchaser is to provide Contractor with at least five (5) business days' advance notice.
- 8.10. RECEIPT AND INSPECTION OF FUELS AND/OR SERVICES. Fuels and/or Services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Fuels and/or Services that are not in accordance with this Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the Fuels and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Fuels and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Fuels and/or Services from final payment. Payment for any Fuels and/or Services under such Purchase Order shall not be deemed acceptance.
- 8.11. ADDITIVES/CONDITIONERS/TREATMENTS. At the Purchaser's request, Contractor may be required to supply and blend a fuel additive, conditioner or treatment products to the fuel purchased. The price charged for additives, conditioners or treatments shall not exceed the lowest price charged to other purchasers and the prices are to be comparable to current market rates of other suppliers. At Purchaser's request, Contractor is to provide supporting documentation to validate price compliance.
- 8.12. BIODIESEL BLENDING.

- d. Blending and handling of biodiesel must conform to the most current [Biodiesel Handling and Use Guidelines](#) as published by the U.S. Department of Energy.
 - e. Contract shall use the blending methods below in order of precedence:
 - i. Premixed blend from the rack in the ordered percentage, when available consistently and reliably, filled directly into the delivery truck's storage tank.
 - ii. Injection blending using a true in-line computerized injection system that regulates the flow so that both products proportionally mix prior to entering the delivery truck's storage tank.
 - iii. In line blending using the two hose method where the biodiesel hose and the diesel hose form a "Y" connection just prior to entering the truck storage tank. Contractor shall adjust flow rates to ensure the proper mix and concentration is made for each storage tank.
 - iv. Splash blending at the rack. The biodiesel will be added to the delivery truck's storage tank first, and then the tank will be filled under pressure with petroleum diesel to achieve the requested biodiesel blend in the delivery truck's storage tank.
 - f. All biodiesel blends will be transferred using clean hoses. If delivery vehicle has dedicated hose capability, Contractor shall use dedicated hoses properly labeled for that purpose. Contractor must ensure hoses will not contaminate the fuels or tanks and Contractor shall use cleaning techniques that prevents contamination.
- 8.13. **COST MITIGATION.** In accordance with [RCW 35.58.262](#), some Purchasers have the right to employ various cost mitigation strategies (i.e. hedging) in acquiring fuel via contractors. These strategies may include to futures contracts, swap transactions, option contracts, costless collars, and long-term storage. Purchasers who elect to utilize these cost-mitigation strategies may be charged a fee or other funding mechanisms to cover the cost to deploy these strategies. Enterprise Services accepts no responsibility for these services provided to Purchasers under [RCW 35.58.262](#) under the Master Contract.
- 8.14. **OPERATIONAL CAPABILITY.** Contract shall meet the operational capabilities:
- (a) **TRAINING.** Contractor will have delivery drivers trained for specific site requirements. Purchaser and Contractor may schedule site trainings for drivers at Contractor's expense. Contractor will have at least three (3) drivers trained for each site. In the event that the primary driver is unavailable, one of the alternate drivers will deliver to the location.
 - (b) **SUPPLY AGREEMENT.** Contractor shall use its best efforts to maintain uninterrupted relationships with refineries, pipelines, terminals, and other sources of fuel supply and distribution through supply agreements necessary to supply Purchasers with the total quantity of required fuel for the life of the contract. These relationships and agreements must support the State of Washington's Fuel Product's needs.
- 8.15. **FLEET.** Contractor shall use its best efforts to insure that their carriers provide a consistently high level of professionalism, workmanship, and customer service. Contractor shall maintain a sufficient fleet of fuel trucks, either with subcontractors or under their direct control, to meet delivery needs of the State and this Master Contract.

The on-time performance of all carriers must be measured by Contractor and corrective actions shall be taken to remedy poor carrier performance. Notwithstanding any provision to the contrary, Contractor must remove any particular carrier or delivery personnel from providing Service to any particular Purchaser upon Enterprise Services' or the Purchaser's request and reasonable business judgment.

- 8.16. McNEIL ISLAND CONDITION (**APPLICABLE TO OLYMPIC REGION ONLY**). McNeil Island is prone to operational conditions that may delay delivery. The barge service for McNeil Island runs Tuesday through Friday with the following schedule:

Depart Steilacoom	Depart McNeil
9:00 AM	12:00 PM
12:55 PM	2:15 PM
3:00 PM	3:50 PM

Contractor are cautioned that barge runs used for fuel delivery are subject to change. Additional details regarding McNeil Island is below:

- A truck and trailer (approximately 70 ft. long) is able to ride the McNeil Island barge. There is no additional cost to take a truck and trailer on the barge, as Department of Corrections owns and operates the barge.
- In regards to the barge schedule, Contractor will be required to contact Department of Corrections to set up a schedule. The time the barge leaves is 12:55 pm "ON" and 3:50 pm "OFF". Time to the island is dependent upon tide levels. Afternoon runs are more likely in the spring/summer as low tide is encountered more often during the day. Department of Corrections can typically place fuel trucks on the earlier run – 9:00 a.m. to the island and departing at 12:00 p.m. when the tide is favorable.
- There is an approximate 2.5-hour window before Contractor could return to the barge to the mainland.
- Projected tides are factored in when manifesting barge runs, and runs are not to be scheduled during critically low tide periods.
- The driver(s) must have a National Crime Information Center (NCIC) background check done by and at Department of Corrections expense. The background checks are good for one year; after which they must be resubmitted/renewed.

9. INVOICING & PAYMENT.

- 9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Fuels and/or Services delivered under this Master Contract. Such invoices shall itemize the following:

- (a) Master Contract No. 08721;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Date(s) of delivery;
- (e) Applicable Fuels/Services;

- (f) Invoice amount;
- (g) Applicable taxes;
- (h) Delivery fee calculation; and
- (i) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

9.2. **TIMELY INVOICE.** Failure to provide invoice at the time of delivery will create billing delays and accounting issues for Purchasers.

- (a) All invoices will list the type of fuel delivered. The type of fuel delivered is the actual final blends not the components of the blended fuel. For example, if purchaser request a blend of B10 a 90% volume of USLD and 10% volume of B99. The invoice will be listed as B10 and price at the contract rate.
- (b) All common blends (B5, B10, B20, R80/R20) will be priced at the rate listed in *Exhibit B – Prices*. For all other blends, prices would be based on ratio of blends using the rates in Exhibit B-Prices. For example, for the purchase of B15 the price would be 15% of B99 and 85% of USLD.
- (c) Prices of all fuels on each invoice will be based on the OPIS rates listed from the day before delivery. This pricing mechanism is intended to allow for invoices to be provided at the time of delivery.
- (d) Will Call deliveries must be accompanied with an invoice at the time of delivery.
- (e) Keep-Full invoices will be sent to Purchaser within eight (8) hours after delivery of fuel. This invoice will include a confirmation of the volume delivered with corroborating documents, such as a bill of landing, stick measuring, or tank monitoring readouts.
- (f) Contractor shall provide a corrected invoice available within two (2) business days from date of delivery, showing the correct/up-to-date amount.

9.3. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Fuels and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

9.4. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30)

calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

- 9.5. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Fuels and/or Services furnished by Contractor pursuant to this Master Contract.
- 9.6. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.7. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Fuels and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchaser has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Breann Aggers
Washington Dept. of Enterprise
Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9416
Email: breann.aggers@des.wa.gov

Contractor

Attn: _____

Tel: () _____
Email: _____

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

10.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

- (a) Contractor shall have at a minimum one (1) primary and one (1) secondary representative who will be knowledgeable about the contractual requirements and will serve as the dedicated points of contact.
- (b) The Contractor representatives must be available for Purchaser service calls during standard business hours (8 a.m. to 5 p.m. PST Monday through Friday).
- (c) The Contractor representatives must respond to Purchaser inquiries within four (4) business hours.
- (d) Purchaser requests for customer service escalation shall be resolved within one (1) business day.
- (e) In addition to Contractor representatives, Contractor shall have a dedicated, U.S. based staff for Purchaser service calls, who are familiar with the contract and its pricing parameters. Purchaser service must be available to take calls and respond to e-mails, Monday through Friday, during the hours of 8 a.m. to 5 p.m. PST.

10.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise
Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: _____

Email: _____

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

11.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be

provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all Master Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.05 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times 0.0005.$$

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must be shown as a separate line item on any invoice.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

- (d) Contractor's failure to report accurate total net Master Contract sales, to submit a timely Master Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Master Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
 - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 11.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: the Fuels/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Additional reports may include requests from the State Efficiency and Environment Performance Office (SEEP), which may vary year to year. Other required reports will be designed and requested by the Contract Administrator. Contractor will provide a response within one week and provide the requested data within two weeks.
- 11.4. PURCHASER REPORT. Upon request from Purchaser, Contractor will provide Purchaser a report on their fuel data. This data must be made available to Purchaser within one (1) week of request. For any other data requested from Purchasers, Contractor will provide a response within one week and provide the requested data within two weeks.
- 11.5. QUARTERLY SALES REPORT. Contractor must provide the following information to Enterprise Services in an electronic spreadsheet format within fifteen (15) days following any calendar quarter:
 - (a) Volumes and types of fuel(s) delivered (including whether clear or dyed)
 - (b) Purchaser Name
 - (c) Date of Date
 - (d) Delivery Location
 - (e) Invoice Number
 - (f) Tank Capacity
 - (g) Average gallons delivered by fuel site
 - (h) Actual fuel(s) delivered

- 11.6. LAB TEST RESULTS. Upon request from Purchaser, Contractor will provide purchaser test results from supplied materials. If Contractor has testing results available, Contractor will provide the results to Purchaser at zero cost. If Contractor testing results are not available, Purchaser will be responsible for the cost of the fuel testing. This data must be made available to Purchaser within one (1) week of request. For any other data request from Purchasers, Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.
- 11.7. OTHER REQUIRED REPORT(S). All reports required under this contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to products description, per unit quantities sold, contract price, source of in-state feedstock and/or production in an electronic format that can be read by MS Excel. Additional reports may include requests from State Efficiency and Environment Performance (SEEP), which may vary year to year. Other required reports will be designed and requested by the Contract Administrator. Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.
- 11.8. TANK MONITORING REPORT. If Contractor provides tank monitoring to Purchasers, they may request a tank monitoring report. Contractor will provide such report within five (5) business days.
- 11.9. WASHINGTON SMALL AND/OR DIVERSE BUSINESS INCLUSION
- (a) QUARTERLY REPORT OF SMALL AND DIVERSE BUSINESS INCLUSION. Quarterly, Contractor shall report to Enterprise Services its small and diverse business inclusion results pertaining to this Master Contract. For this Master Contract and Contractor's utilization of Washington Small Businesses, Washington State certified diverse businesses, and Certified Veteran-Owned Businesses such report shall detail which, if any, such businesses Contractor has utilized for purposes of this Master Contract and whether such) firm(s) meet the applicable Washington State criteria to be a 'Washington Small Business,' a 'diverse business,' or a Certified Veteran-Owned Business and report the amount paid to each such firm. Contractor shall maintain records supporting such report in accordance with this Master Contract's records retention requirements.
 - (b) SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE firm under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.
 - (c) DIVERSE BUSINESS INCLUSION. Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Diverse

businesses are defined in WEBS as follows: small business, microbusiness, mini-business, Washington State Office of Minority and Women's Business Enterprises (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veterans Affairs (DVA) certificated veteran-owned business. Upon request, Contractor shall report to Enterprise Services its spend with certified diverse businesses. Such reports shall include the period covered and sales amount by Purchasing Entity to such businesses.

12. RECORDS RETENTION & AUDITS.

- 12.1. **RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or Purchase Orders placed by a Purchaser under this Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Fuels/Services and no additional payment shall be made to Contractor.
- 13.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Master Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 14.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Master Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. Contractor shall take all steps needed to keep Purchaser's property free of liens arising

from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 14.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Fuels or Services provided, or the use of the Fuels or Services under this Master Contract. If Purchaser's use of Fuels or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Fuels or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Fuels or Services with substantially similar and functionally equivalent non-infringing Fuels or Services.

15. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. **TERMINATION.** This Master Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Master Contract; and (c) as otherwise expressly provided for in this Master Contract. This Master Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Master Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Master Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Master Contract or applicable Purchase Order; or (b) that a change in

available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Fuels properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

- 16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Fuels/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. EXPIRATION – OBLIGATIONS. Upon expiration of this Master Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Master Contract.
- 16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Master Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Fuels or Services sold hereunder and all provisions of the Master Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Master Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Master Contract.
- 16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Master Contract:
 - (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract
 - (b) Contractor fails to timely report contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due; or
 - (d) Contractor breaches any representation or warranty provided herein.
- 16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's

obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Fuels and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Fuels or Services warranty provided in this Master Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Master Contract. Any limitation of either party's obligations under this Master Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Fuels and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Master Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and

mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

- 17.3. **ENTERPRISE SERVICES' OBLIGATION.** In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Master Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 18.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Master Contract.
- 18.3. **ENTIRE AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Master Contract. Contractor and its employees or agents performing under this Master Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 18.8. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED FUELS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Fuels and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Fuels and/or Services pursuant to this Master Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Fuels/Services to Purchaser.
- 18.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree

- to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 18.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Master Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 18.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON

Department of Enterprise Services

_____,
a _____

By: _____
Type Name
Its: Title

By: _____
Type Name
Its: Title

INCLUDED FUELS

[placeholder for awarded fuel]

PRICES

[Inserted at time of Contract award.]

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **TRANSPORTATION POLLUTION LIABILITY COVERAGE.** Contractor shall provide transportation pollution liability insurance in an amount not less than \$20,000,000 per occurrence and \$40,000,000 aggregate.
 - e. **CONTRACTOR'S POLLUTION LIABILITY INSURANCE.** Pollution liability insurance coverage (to include, without limitation, loading and unloading of all Fuel Products) with a combined single limit per occurrence of not be less than \$5,000,000, or the equivalent. Such insurance shall provide coverage for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs and expenses incurred in the investigation, defense or settlement of claims. Such coverage shall provide coverage for both on-site and off-site clean-up costs and cover gradual and sudden pollution.
 - f. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Master Contract, with limits of not less than \$5,000,000 per accident, with a combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. If pollutants are to be transported, MCS 90 and CA 9948 (in transit

pollution risks coverage) endorsements are required unless in-transit pollution risk is covered under a pollution liability insurance policy. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Master Contract Insurance
Certificate
**Master Contract No. 08721 – Fuels: Gasoline, Diesel, and
Renewables Keep Full/Will Call**
Attn: Breann Aggers
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: Breann.agggers@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Master Contract Insurance Certificate – Master Contract
No. 08721 – Fuels: Gasoline, Diesel, and Renewables Keep
Full/Will Call**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Master Contract.

FTA CERTIFICATIONS FOR FUEL

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.

- (a) Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- (b) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD.

- (a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- (b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- (c) Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO THIRD PARTY CONTRACT RECORDS.

- (a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (b) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (d) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (e) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (f) Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General,

or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(g) FTA does not require the inclusion of these requirements in subcontracts.

4. CHANGES TO FEDERAL REQUIREMENTS. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

5. TERMINATION.

(a) Termination for Convenience. The (Recipient) may terminate this Contract, in whole or in part, at any time by written notice to Contractor when it is in the Government's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If Contractor has any property in its possession belonging to the (Recipient), Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

(b) Termination for Default. If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which the Contractor is in default. Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(c) Opportunity to Cure. The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- (d) Waiver of Remedies for any Breach. In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. CIVIL RIGHTS.

- (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 2132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
- i. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- iii. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 7. DISADVANTAGED BUSINESS ENTERPRISES. The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.
- 8. ADA Access. Contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this Contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the fuels, services, facilities, privileges, advantages, or accommodations.
- 9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.
- 10. DEBARMENT AND SUSPENSION. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Enterprise Services. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Enterprise Services, the Federal Government may pursue available remedies, including but not limited to suspension and/or

debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BUY AMERICA. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

12. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION.

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (b) Performance During Dispute. Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (d) Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- (e) Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. LOBBYING. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

14. CLEAN AIR.

- (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. CLEAN WATER.

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS. Contractor agrees to:

- (a) Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and

tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

- (b) Furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- (c) Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. ENERGY CONSERVATION. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.



REGIONAL MASTER CONTRACT

No. 08721

FUELS: GASOLINE, DIESEL, AND RENEWABLE

SOUTH CENTRAL REGION: KEEP FULL AND WILL CALL

SOUTHWEST REGION: KEEP FULL AND WILL CALL

OLYMPIC REGION: KEEP FULL AND WILL CALL

NORTHWEST 1 REGION: KEEP FULL AND WILL CALL

NORTHWEST 2 REGION: KEEP FULL AND WILL CALL

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

KBT DISTRIBUTING, LLC.

Dated January 1, 2022

REGIONAL MASTER CONTRACT

No. 08721

FUELS: GASOLINE, DIESEL, AND RENEWABLE

SOUTH CENTRAL REGION: KEEP FULL AND WILL CALL

SOUTHWEST REGION: KEEP FULL AND WILL CALL

OLYMPIC REGION: KEEP FULL AND WILL CALL

NORTHWEST 1 REGION: KEEP FULL AND WILL CALL

NORTHWEST 2 REGION: KEEP FULL AND WILL CALL

This Regional Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and KBT Distributing, LLC., a Washington limited liability company ("Contractor") and is dated and effective as of January 1, 2022; provided that fulfillment starts on or before February 1, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Master Contract for Fuels: Gasoline, Diesel, and Renewables that is designed to enable eligible purchasers to procure specified delivery of fuel from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Master Contract. The Master Contract is limited to delivery of fuels.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 08721 dated September 2, 2021. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of a Master Contract, by region and by delivery method and renewable fuel type, in which the State of Washington was divided into seven regions. In addition, within four (4) regions, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Certified Veteran-Owned businesses.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the South Central Region: Keep Full and

Will Call, Southwest Region: Keep Full and Will Call, Olympic Region: Keep Full and Will Call, Northwest 1 Region: Keep Full and Will Call, and Northwest 2 Region: Keep Full and Will Call.

- E. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Master Contract is to enable eligible purchasers to purchase fuel delivery services as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Contract is thirty-six (36) months, commencing January 1, 2022 and ending January 1, 2025; *Provided*, however, that if Contractor is not in default and if, by December 31, 2023, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Master Contract, by written amendment, for up to twenty-four (24) additional months. To earn the performance-based Master Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Fuel Specifications:	Continuously meets or exceeds the Fuel Requirements set forth in Exhibit A.
Fuel Delivery Requirements:	Meets or exceeds the Fuel Delivery Requirements set forth in Master Contract ninety percent (90%) of the time for each Purchaser.
Timely Delivery:	Must meet the delivery window for at least 97% of all deliveries.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Master Contract. <i>See Exhibit C – Insurance Requirements</i> at § 4.
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Master Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Master Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in – *Exhibit A- Included Fuels* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Fuels*.
 - (a) Goods. For purposes of this Master Contract, "Fuels" means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.

- (b) **Services.** For purposes of this Master Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.
 - (c) **Specifications.** Where applicable, specifications for Fuels and/or Services are detailed in the Purchase Order. Unless otherwise specified in the Purchase Order, all Fuels and/or Services provided shall be new and unused of the latest model or design.
- 3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Fuels and/or Services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Master Contract.
- 3.3. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Fuels/Services at no greater than the prices set forth in *Exhibit B – Prices*.
- 3.4. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Master Contract provide Fuels/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
 - 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Master Contract.
 - 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.5. **WAGE VIOLATIONS.** Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, Contractor has not been

determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- 4.6. PAY EQUALITY. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) calendar days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.
- 4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. WASHINGTON SMALL BUSINESS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Washington Small Business as defined and set for in Contractor's Bidder's Certification.
- 4.9. COVID-19 VACCINATION VERIFICATION. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Master Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021). Contractor further represents and warrants that Contractor:
- (a) Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated

August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021);

- (b) Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
- (c) Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- (d) Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- (e) Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- (f) Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
- (g) Will provide to Enterprise Services or Purchaser, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

4.10. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Master Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or Purchase Order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state or local) terminated for cause or default.

4.11. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

- 4.12. WASHINGTON’S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of Contractor’s information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.13. WASHINGTON’S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington’s Statewide Payee Desk, which registration is a condition to payment.
- 4.14. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor’s Fuels and/or Services or suggesting that such Fuels and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.15. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.16. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Master Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.17. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Fuels or Services that are the subject of this Master Contract.
- 4.18. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Master Contract for the sixty (60) day period immediately before such transition.
- 4.19. FEDERAL CLAUSES/FTA CLAUSES. Contractor represents and warrants that for any Purchase Order for Fuel pertaining to any eligible Purchaser that is subject to the Federal Transportation Authority provisions (e.g., the Purchaser is using FTA funds in whole or in part to pay for the Fuel Products), the Purchase Order also shall be subject to the FTA Clauses set forth in *Exhibit D – FTA Clauses for Fuel*.

- 4.20. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Master Contract.
- 4.21. FUEL QUALITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor shall provide only fuels that meet or exceed the quality standards set forth in *Exhibit A – Included Fuels*.
- 4.22. FUEL DELIVERY REQUIREMENTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is able to and will meet or exceed the fuel delivery requirements set forth in *Exhibit A – Included Fuels*.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. FUELS WARRANTY. Contractor warrants that Fuels provided pursuant to this Master Contract comply with the fuel specifications set forth in *Exhibit A – Included Fuels* and shall be delivered in full compliance with applicable law ("Fuels Warranty"). Contractor further warrants that it has good and marketable title to the Fuels and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. FUELS REMEDY. If Goods do not comply with the Fuels Warranty, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, and replacing any defective Fuels. Contractor's Fuels Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services shall comply with the delivery requirements set forth in *Exhibit A – Included Fuels*.
- 5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Fuels or Services ("IT Fuels" and "IT Services", respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise

made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date IT Fuels are delivered or IT Services are complete, as applicable.

- 5.6. IT REMEDY. If IT Fuels or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Fuels; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Fuels.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Fuels, Services, IT Fuels, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.
- 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
6. **SAFETY; SECURITY.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
 - 6.1. REGULATORY REQUIREMENTS/SAFETY. Fuels/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, and/or local regulatory agency requirements applicable to the Fuels/Services.
 - 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Fuels which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
 - 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
 - 6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.

- 6.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.
- 6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.
- 6.7. SECURITY CLEARANCE. Some deliveries will be made to secure facilities and drivers entering those facilities will have to have clearance prior to admittance. The clearance applications will be made available upon request. Contractor must obtain the required clearance before any scheduled delivery to secure facilities.
- 6.8. SAFETY STANDARDS. The handling of the fuel shall comply with all applicable safety laws and standards of the State of Washington and standards established by the United States Department of Transportation, the United States Department of Labor's Occupational Safety and Health Act (OSHA), accepted industry practices, and City/County requirements.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Master Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Master Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Master Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; and (d) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Master Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE MASTER CONTRACT – PURCHASES.

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Fuels and/or Services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Master Contract number. The terms of this Master

Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Master Contract.

(a) WILL CALL ORDERING REQUIREMENTS. Will Call Purchasers will place fuel orders on an as needed basis for specific fuel sites. Will Call may include on-going regularly scheduled deliveries.

- i. Order Placement. Purchaser will place Will Call order with Contractor representatives. Contractor shall acknowledge all Purchaser Orders from Purchasers with valid customer accounts within one (1) business day. Contractor will deliver requested fuel volume within two (2) business days after a verbal, electronic, written or faxed order is received. Purchaser will set delivery time and special requirements for delivery.
- ii. Fuel Amount. The amount of fuel product delivered by Contractor must be reasonably equal (within +/- 2%) to the amount of fuel product ordered by Purchaser.

(b) KEEP-FULL ORDERING REQUIREMENTS.

- i. Setup and Order Placement. Keep-Full service requires Contractor and Purchaser to have a post award agreement that meets Purchaser's needs. Contractor guarantees that their supply agreements provide sufficient capacity to satisfy Purchaser's needs. In general, the state expects that tank levels never fall below 20% of capacity before refueling occurs. Purchasers will be allowed to adjust this percentage up or down in their subsequent Keep-Full agreement depending upon their own unique business requirements. Tanks that are 35% full (15 percentage increments of tank capacity above the lower threshold) will not incur fee other than the price of the fuel unless otherwise agreed in the Keep-Full agreement.
- ii. Initiating Keep-Full. Prior to initiating Keep-Full coverage, Purchasers will be required to provide Contractor with their specific delivery requirements, which identifies information such as:
 - a. Fuel tank profile information (i.e. site location, site contact, tank size, fuel type, etc.)
 - b. Available delivery time frames and/or the days and times when deliveries can or cannot occur.
 - c. Minimum allowable tank level percentage before refueling is to occur.
 - d. Delivery access procedures, protocols, and or special instructions, if any.
 - e. Requested activation date (not to exceed five calendar days of request).
 - f. Place lower delivery service fees, if any, in the Special Instructions box.
- iii. Keep-Full Inventory Management. Contractor shall monitor tank inventory levels to effectively manage tank inventories. Purchasers will be responsible for providing tank level data to the Contractor in a

mutually agreed upon method. Purchasers will notify Contractor of any anticipated unusual increases in fuel demand. Contractor shall identify how often tank level data should be communicated relevant to Purchaser's fuel demand and the preferred communication method. If Keep-Full tanks are equipped with an electronic tank level monitoring system, Purchaser may choose to grant Contractor remote access to the data. If both parties agree, Contractor may equip tanks with electronic tank level monitoring equipment. Contractor will be responsible for the cost of maintaining the equipment unless otherwise agreed to by the Purchaser.

- iv. Keep-Full Contract Additions. Purchasers may activate additional tanks or initiate Keep-Full coverage for additional fuel sites. Purchaser and Contractor will mutually agree on any changes to their agreement to include added sites or tanks.
- v. Keep-Full Tank Deactivation. Purchaser will immediately notify Contractor when a fuel storage tank is deactivated and state the last day of Keep-Full service in writing. Contractor shall timely acknowledge the notification within two business days and cease service to tank or site as stated from the Purchaser.

8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Fuels/Services are delivered or provided as required by this Master Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

- (a) Deliveries are to be made in a professional manner and in accordance with industry- standard best practices. Contractor shall comply with all applicable laws, ordinances, permits, and not unreasonably encumber the premises with equipment, materials and personnel. Delivery sites will be kept free of the accumulation of waste, spillage, or other debris caused by the delivery and the unloading of the fuel.
- (b) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
- (c) In the event that Contractor fails to fulfill delivery terms, Purchasers may purchase fuel from another supplier and Contractor will be responsible for paying any additional acquisition costs. Recurring defaults or other non-compliance to delivery terms shall be grounds for contract termination and recovery of damages.
- (d) Contractor shall verify delivery hours of each location placing orders. If Contractor arrives outside the scheduled delivery hours and is unable to or denied access to making the delivery, Purchaser shall incur no expense and Contractor assumes all liabilities and responsibility for that attempted delivery.
- (e) There will be no minimum order quantities. Purchasers may order split loads upon request to multiple fuel sites to reduce delivery fees. Fuel delivery fees are deemed not to exceed fees; they represent a ceiling but not a floor. Contractor will charge delivery fees to customers based on the distance from the rack to the

fuel site based on the Delivery information in the Price Sheet. Contractor shall over the life of the contract find innovative ways to reduce the impact of delivery fees.

- (f) Some delivery sites may have security restrictions requiring delivery personnel to pass a criminal background check before access is granted. In such cases, all on-site service personnel used to service these accounts must comply with Purchaser's security requirements and complete the necessary paperwork in order to perform the criminal background check. Purchaser will coordinate this activity and provide Contractor sufficient advance notification of this requirement. Contractor shall comply with Purchaser's security requirements within thirty (30) days of commencement.
- (g) Contractor and Purchaser shall agree on a delivery window, which shall not be more than two (2) hours, as well as a cut off time prior to the end of normal business hours during which the fuel shall be delivered. If Purchaser has provided contact information, Contractor shall contact the Purchaser with an estimated delivery delay to the agreed upon time, which shall not be less than four (4) hours advanced notice.
- (h) Contractor shall fill tanks in accordance with industry-standard best practices and are not to be overfilled such that tank monitoring equipment malfunctions. Purchaser will be allowed to deduct any costs associated to resetting a tank's monitoring equipment from the invoice should an overfill cause the equipment to malfunction.
- (i) If Purchaser and Contractor arrange a mutually agreeable delivery date and time and Contractor is unable to fulfill the delivery (within ½ hour of the agreed upon time) due to circumstances caused by Purchaser. Contractor may bill the purchaser a demurrage fee and then reschedule the delivery.
- (j) Purchaser's fuel tank(s), for which a timely, valid order has been submitted, shall not run out of fuel as a result of any action or failure to act directly attributable to Contractor. Examples include, but are not limited to, actions such as Contractor's opting to prioritize deliveries to other customers for the sake of increased profitability or failing to maintain a reliable fuel supply chain.
- (k) Multiple Deliveries (Equitable Delivery Fee). For deliveries to multiple fuel sites with the same vehicle would require equitable split of the delivery fee. This equitable division of the delivery fee will share cost for the common miles of the delivery. This way the first delivery does not front load the delivery cost. Contractor and Purchasers will work together on the equitable delivery. Unless otherwise agreed, Equitable Delivery Fee is equally splitting the shared distance from the rack to the location between all Purchasers and splitting the drop fee proportionally between the Purchasers based on gallons delivered; provided that the total drop fee for all deliveries from that vehicle does not exceed twice the drop fee from the price sheet.
- (l) Contractor shall bear all risk of loss, damage, or destruction of the Fuels and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

- (m) All written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 8.3. EMERGENCY DELIVERY. In the event of demand spikes, regional or industry wide fuel shortages, Governor-proclaimed state of emergency, and catastrophes, Contractor shall exercise commercially reasonable efforts to make delivery of Fuel Products to Purchasers in a priority manner.
- (a) During times of Governor-proclaimed state of emergency and/or catastrophic events, Contractor shall keep delivery sources filled with employees on call 24 hours a day 7 days a week.
 - (b) In the event of an emergency, Contractor shall use commercially reasonable efforts to:
 - i. Ensure that Purchasers are supplied with adequate amounts of fuel in preparation for emergency events;
 - ii. Ensure deliveries to Purchasers are Contractor's first priority to the extent commercially reasonable;
 - iii. Establish priorities for deliveries to Purchasers based on direct communications with Purchasers or interactions with the Washington State Department of Emergency Management (and Enterprise Services), as may be required;
 - iv. Leverage its supply chain, including backup supplies, to insure continuous supply to all Purchasers during an Event; and
 - v. Provide Fuel Products whenever it is safe to do so. Roads will be determined to be unsafe if they are declared as closed by the state or federal government or upon the reasonable business judgment of Contractor.
 - vi. This reasonable business judgment shall be similar to the judgment exercised by Contractor over the previous twenty-four (24) months.
 - (c) Purchaser will be responsible for identifying the threat level for emergency deliver timeline. Washington Department of Emergency Management also may identify the threat level, which shall supersede the Purchaser's identified threat level. During times of Governor proclaimed state of emergency and/or catastrophic events Contractor shall make deliveries as follows:
 - i. Immediate threat to persons or property: Within four (4) hours. Immediate threat means that persons or property are currently subject to harm. For example, a person is in need of immediate medical attention and/or property is currently damaged due to an Event.
 - ii. Imminent threat to persons or property: Within ten (10) hours. Imminent threat means that persons or property will be subject to harm within the near future (i.e. within the next 10 hours) due to an Event. For example, if a Purchaser does not have fuel within the near future, persons will need medical attention after that time or property will be subject to damage after that time.

- iii. Impending threat to persons or property: Within eighteen (18) hours. Impending threat means that persons or property will be subject to harm within the foreseeable future due to an Event. For example, a Tsunami is forecast, within a reasonable amount of accuracy, to impact Washington or the roads will not be able to be cleared, therefore making them hazardous to travel, if fuel is not delivered.
 - (d) Deliveries may be reduced, increased, or delayed, depending on the emergency event and the immediate need of the Purchasers in order to ensure that no Purchasers run out of fuel. If a delivery is made short, Contractor shall contact the affected Purchasers prior to delivery to inform them of the short. If the Purchasers provides a reasonable business justification for refusing the short (for example, their usage rate demonstrates the location risks running out of fuel due to the short delivery) then Contractor shall deliver the fuel in the quantity ordered.
 - (e) During times of demand spikes, regional or industry wide fuel shortages, urgent need, Governor-proclaimed state of emergency, catastrophes, and in the event of fuel supply shortages at the terminal established as the primary point of supply for any particular Purchasers, Contractor shall notify the affected Purchasers of the shortage and the expected date of return to normal operations.
 - (f) In the event of an emergency, Contractor, for the duration of the emergency, may charge its standard emergency fee (which is charged to all other purchasers). Such fee shall be included on the invoice as a separate line item in addition to the standard delivery fee. If no standard emergency fee exists, then a reasonable emergency premium is to be added to the invoice (as a separate line item) in addition to normal contract service fees; *Provided*, however, that any such emergency fee must be invoiced to all of Contractor's customers.
- 8.4. EMERGENCY PLAN. In the event of an emergency, Contractor will guarantee fulfillment of an emergency Keep-Full delivery within a maximum of six (6) hours of a verbal, electronic, written or faxed order. Emergency orders are to be top priority and Contractor must be equipped and prepared to successfully fulfill an emergency delivery 7 days a week, 24 hours a day. Contractor shall furnish emergency order contact information and always be poised to receive and respond to an emergency order. Contractor must provide the emergency plan upon purchaser's request.
- 8.5. NEGLIGENCE. Contractor assumes all liability and responsibilities for the handling and transportation of the fuel until it has been placed in the Purchasers storage tank. Contractor shall be responsible for any and all damage to buildings and/or properties caused by delivery trucks, operating personnel and damages or services necessitated by the failure to deliver fuel or the delivery of faulty product and equipment. Any repair or clean up services shall be made at Contractor's expense and to the satisfaction of the Purchaser. If Contractor fails to comply with these requirements within a reasonable time, Purchasers may deem it expedient to repair damages and perform the necessary services at the expense of Contractor. Should the fuel be unloaded into the incorrect tank (i.e. diesel fuel into a gasoline storage tank), Contractor is responsible for the immediate removal, cleaning, replacement of all products, any resulting damages, and the loss of revenue.
- 8.6. SPILL RESPONSIBILITIES. Contractor is solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by, the actions of its agents, employees, or

subcontractors. Contractor shall take all measures as required by law to prevent fuel spills (which includes but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event of a fuel spill, leak, or release, Contractor shall be responsible for the required notifications, containment, clean up, and disposal of the oil spilled and agrees to take the following actions:

- (a) If warranted, evacuate and warn those persons that may be affected by the spill.
- (b) Immediately contact the appropriate Emergency Response Agencies as required.
- (c) Notify the appropriate purchaser representative of the spill within two (2) hours.
- (d) Clean up the spill in a manner that complies with federal, state, and local laws, regulations, rules and standards.
- (e) For spills, that occur other than on a Purchaser's owned or leased property; provide all notifications and reports as specified by federal, state, and local laws, regulations, rules, standards and permits.
- (f) Attend additional spill prevention training (at the contractor's expense).
- (g) Acquire (at Contractor's expense) additional spill prevention equipment.

Should Contractor fail or refuse to take the appropriate and timely containment, clean up, and disposal actions, the purchaser may do so and the contractor shall reimburse the purchaser for all expenses incurred including fines levied by appropriate agencies of federal, state, or local governments. If there are no moneys due, the remediation costs shall be the responsibility of Contractor or submitted as a claim to the bonding company.

- 8.7. SPILL NOTIFICATION AND RESPONSE PLAN. Upon request of Purchaser, Contractor will provide a copy of their spill notification and response plan within ten (10) business days after request. Any updates to the Spill Notification and Response Plan will be provided to Enterprise Services within five (5) business days.
- 8.8. ENVIRONMENTAL CONSIDERATIONS. Contractors shall comply with all environmental regulations relevant to the contracted refueling service provided.
- 8.9. TANK TESTING. There may be occasions when Purchaser's tanks need to be "topped off" for testing purposes. In such case, Purchaser will be allowed to initiate a "top off" order and the already established contract pricing is to be applied. If Purchaser requires the delivery to occur on a specific date, Purchaser is to provide Contractor with at least five (5) business days' advance notice.
- 8.10. RECEIPT AND INSPECTION OF FUELS AND/OR SERVICES. Fuels and/or Services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Fuels and/or Services that are not in accordance with this Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the Fuels and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Fuels and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Fuels and/or Services from final payment. Payment for any Fuels and/or Services under such Purchase Order shall not be deemed acceptance.

- 8.11. ADDITIVES/CONDITIONERS/TREATMENTS. At the Purchaser's request, Contractor may be required to supply and blend a fuel additive, conditioner or treatment products to the fuel purchased. The price charged for additives, conditioners or treatments shall not exceed the lowest price charged to other purchasers and the prices are to be comparable to current market rates of other suppliers. At Purchaser's request, Contractor is to provide supporting documentation to validate price compliance.
- 8.12. BIODIESEL BLENDING.
- (a) Blending and handling of biodiesel must conform to the most current [Biodiesel Handling and Use Guidelines](#) as published by the U.S. Department of Energy.
 - (b) Contract shall use the blending methods below in order of precedence:
 - i. Premixed blend from the rack in the ordered percentage, when available consistently and reliably, filled directly into the delivery truck's storage tank.
 - ii. Injection blending using a true in-line computerized injection system that regulates the flow so that both products proportionally mix prior to entering the delivery truck's storage tank.
 - iii. In line blending using the two hose method where the biodiesel hose and the diesel hose form a "Y" connection just prior to entering the truck storage tank. Contractor shall adjust flow rates to ensure the proper mix and concentration is made for each storage tank.
 - iv. Splash blending at the rack. The biodiesel will be added to the delivery truck's storage tank first, and then the tank will be filled under pressure with petroleum diesel to achieve the requested biodiesel blend in the delivery truck's storage tank.
 - (c) All biodiesel blends will be transferred using clean hoses. If delivery vehicle has dedicated hose capability, Contractor shall use dedicated hoses properly labeled for that purpose. Contractor must ensure hoses will not contaminate the fuels or tanks and Contractor shall use cleaning techniques that prevents contamination.
- 8.13. COST MITIGATION. In accordance with [RCW 35.58.262](#), some Purchasers have the right to employ various cost mitigation strategies (i.e. hedging) in acquiring fuel via contractors. These strategies may include to futures contracts, swap transactions, option contracts, costless collars, and long-term storage. Purchasers who elect to utilize these cost-mitigation strategies may be charged a fee or other funding mechanisms to cover the cost to deploy these strategies. Enterprise Services accepts no responsibility for these services provided to Purchasers under [RCW 35.58.262](#) under the Master Contract.
- 8.14. OPERATIONAL CAPABILITY. Contract shall meet the operational capabilities:
- (a) TRAINING. Contractor will have delivery drivers trained for specific site requirements. Purchaser and Contractor may schedule site trainings for drivers at Contractor's expense. Contractor will have at least three (3) drivers trained for each site. In the event that the primary driver is unavailable, one of the alternate drivers will deliver to the location.
 - (b) SUPPLY AGREEMENT. Contractor shall use its best efforts to maintain uninterrupted relationships with refineries, pipelines, terminals, and other sources of fuel supply and distribution through supply agreements necessary to supply

Purchasers with the total quantity of required fuel for the life of the contract. These relationships and agreements must support the State of Washington's Fuel Product's needs.

- 8.15. **FLEET.** Contractor shall use its best efforts to insure that their carriers provide a consistently high level of professionalism, workmanship, and customer service. Contractor shall maintain a sufficient fleet of fuel trucks, either with subcontractors or under their direct control, to meet delivery needs of the State and this Master Contract. The on-time performance of all carriers must be measured by Contractor and corrective actions shall be taken to remedy poor carrier performance. Notwithstanding any provision to the contrary, Contractor must remove any particular carrier or delivery personnel from providing Service to any particular Purchaser upon Enterprise Services' or the Purchaser's request and reasonable business judgment.
- 8.16. **MCNEIL ISLAND CONDITION (APPLICABLE TO OLYMPIC REGION ONLY).** McNeil Island is prone to operational conditions that may delay delivery. The barge service for McNeil Island runs Tuesday through Friday with the following schedule:

Depart Steilacoom	Depart McNeil
9:00 AM	12:00 PM
12:55 PM	2:15 PM
3:00 PM	3:50 PM

Contractor are cautioned that barge runs used for fuel delivery are subject to change. Additional details regarding McNeil Island is below:

- A truck and trailer (approximately 70 ft. long) is able to ride the McNeil Island barge. There is no additional cost to take a truck and trailer on the barge, as Department of Corrections owns and operates the barge.
- In regards to the barge schedule, Contractor will be required to contact Department of Corrections to set up a schedule. The time the barge leaves is 12:55 pm "ON" and 3:50 pm "OFF". Time to the island is dependent upon tide levels. Afternoon runs are more likely in the spring/summer as low tide is encountered more often during the day. Department of Corrections can typically place fuel trucks on the earlier run – 9:00 a.m. to the island and departing at 12:00 p.m. when the tide is favorable.
- There is an approximate 2.5-hour window before Contractor could return to the barge to the mainland.
- Projected tides are factored in when manifesting barge runs, and runs are not to be scheduled during critically low tide periods.
- The driver(s) must have a National Crime Information Center (NCIC) background check done by and at Department of Corrections expense. The background checks are good for one year; after which they must be resubmitted/renewed.

9. INVOICING & PAYMENT.

- 9.1. **CONTRACTOR INVOICE.** Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Fuels and/or Services delivered under this Master Contract. Such invoices shall itemize the following:

- (a) Master Contract No. 08721;

- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Date(s) of delivery;
- (e) Applicable Fuels/Services;
- (f) Invoice amount;
- (g) Applicable taxes;
- (h) Delivery fee calculation; and
- (i) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

9.2. **TIMELY INVOICE.** Failure to provide invoice at the time of delivery will create billing delays and accounting issues for Purchasers.

- (a) All invoices will list the type of fuel delivered. The type of fuel delivered is the actual final blends not the components of the blended fuel. For example, if purchaser request a blend of B10 a 90% volume of USLD and 10% volume of B99. The invoice will be listed as B10 and price at the contract rate.
- (b) All common blends (B5, B10, B20, R80/R20) will be priced at the rate listed in *Exhibit B – Prices*. For all other blends, prices would be based on ratio of blends using the rates in Exhibit B-Prices. For example, for the purchase of B15 the price would be 15% of B99 and 85% of USLD.
- (c) Prices of all fuels on each invoice will be based on the OPIS rates listed from the day before delivery. This pricing mechanism is intended to allow for invoices to be provided at the time of delivery.
- (d) Will Call deliveries must be accompanied with an invoice at the time of delivery.
- (e) Keep-Full invoices will be sent to Purchaser within eight (8) hours after delivery of fuel. This invoice will include a confirmation of the volume delivered with corroborating documents, such as a bill of landing, stick measuring, or tank monitoring readouts.
- (f) Contractor shall provide a corrected invoice available within two (2) business days from date of delivery, showing the correct/up-to-date amount.

9.3. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Fuels and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 9.4. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.5. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Fuels and/or Services furnished by Contractor pursuant to this Master Contract.
- 9.6. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.7. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Fuels and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchaser has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Breann Aggers
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9416
Email: breann.aggers@des.wa.gov

Contractor

Attn: Kyle Curtis
KBT Distributing, LLC.
61 W Wapato Road
Wapato, WA 98951
Tel: (509) 907-0023
Email: kbtistributing@gmail.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- (a) Contractor shall have at a minimum one (1) primary and one (1) secondary representative who will be knowledgeable about the contractual requirements and will serve as the dedicated points of contact.
 - (b) The Contractor representatives must be available for Purchaser service calls during standard business hours (8 a.m. to 5 p.m. PST Monday through Friday).
 - (c) The Contractor representatives must respond to Purchaser inquiries within four (4) business hours.
 - (d) Purchaser requests for customer service escalation shall be resolved within one (1) business day.
 - (e) In addition to Contractor representatives, Contractor shall have a dedicated, U.S. based staff for Purchaser service calls, who are familiar with the contract and its pricing parameters. Purchaser service must be available to take calls and respond to e-mails, Monday through Friday, during the hours of 8 a.m. to 5 p.m. PST.
- 10.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Fernando Lemus
KBT Distributing, LLC.
61 W Wapato Road
Wapato, WA 98951
Email: kbtistributing@gmail.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact

information for all authorized Purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all Master Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.05 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x 0.0005.

- (b) The VMF must be rolled into Contractor's current pricing.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Contractor's failure to report accurate total net Master Contract sales, to submit a timely Master Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Master Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 11.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: the Fuels/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Additional reports may include requests from the State Efficiency and Environment Performance Office (SEEP), which may vary year to year. Other required reports will be designed and requested by the Contract Administrator. Contractor will provide a response within one week and provide the requested data within two weeks.
- 11.4. PURCHASER REPORT. Upon request from Purchaser, Contractor will provide Purchaser a report on their fuel data. This data must be made available to Purchaser within one (1) week of request. For any other data requested from Purchasers, Contractor will provide a response within one week and provide the requested data within two weeks.
- 11.5. QUARTERLY SALES REPORT. Contractor must provide the following information to Enterprise Services in an electronic spreadsheet format within fifteen (15) days following any calendar quarter:
- (a) Volumes and types of fuel(s) delivered (including whether clear or dyed)
 - (b) Purchaser Name
 - (c) Date of Date
 - (d) Delivery Location
 - (e) Invoice Number
 - (f) Tank Capacity
 - (g) Average gallons delivered by fuel site
 - (h) Actual fuel(s) delivered
- 11.6. LAB TEST RESULTS. Upon request from Purchaser, Contractor will provide purchaser test results from supplied materials. If Contractor has testing results available, Contractor will provide the results to Purchaser at zero cost. If Contractor testing results are not available, Purchaser will be responsible for the cost of the fuel testing. This data must be made available to Purchaser within one (1) week of request. For any other data request from Purchasers, Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.
- 11.7. OTHER REQUIRED REPORT(S). All reports required under this contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to products description, per unit quantities sold, contract price, source of in-state feedstock and/or production in an electronic format that can be read by MS Excel. Additional reports may include requests from State Efficiency and Environment Performance (SEEP), which may vary year to year. Other required reports will be designed and requested by the Contract Administrator. Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.
- 11.8. TANK MONITORING REPORT. If Contractor provides tank monitoring to Purchasers, they may request a tank monitoring report. Contractor will provide such report within five (5) business days.

11.9. WASHINGTON SMALL AND/OR DIVERSE BUSINESS INCLUSION

- (a) **QUARTERLY REPORT OF SMALL AND DIVERSE BUSINESS INCLUSION.** Quarterly, Contractor shall report to Enterprise Services its small and diverse business inclusion results pertaining to this Master Contract. For this Master Contract and Contractor's utilization of Washington Small Businesses, Washington State certified diverse businesses, and Certified Veteran-Owned Businesses such report shall detail which, if any, such businesses Contractor has utilized for purposes of this Master Contract and whether such firm(s) meet the applicable Washington State criteria to be a 'Washington Small Business,' a 'diverse business,' or a Certified Veteran-Owned Business and report the amount paid to each such firm. Contractor shall maintain records supporting such report in accordance with this Master Contract's records retention requirements.
- (b) **SMALL BUSINESS INCLUSION.** Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE firm under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.
- (c) **DIVERSE BUSINESS INCLUSION.** Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Diverse businesses are defined in WEBS as follows: small business, microbusiness, mini-business, Washington State Office of Minority and Women's Business Enterprises (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veterans Affairs (DVA) certificated veteran-owned business. Upon request, Contractor shall report to Enterprise Services its spend with certified diverse businesses. Such reports shall include the period covered and sales amount by Purchasing Entity to such businesses.

12. RECORDS RETENTION & AUDITS.

- 12.1. **RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this

Master Contract or Purchase Orders placed by a Purchaser under this Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Fuels/Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Master Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all

damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

- 14.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Master Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 14.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Fuels or Services provided, or the use of the Fuels or Services under this Master Contract. If Purchaser's use of Fuels or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Fuels or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Fuels or Services with substantially similar and functionally equivalent non-infringing Fuels or Services.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. **TERMINATION.** This Master Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Master Contract; and (c) as otherwise expressly provided for in this Master Contract. This Master Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Master Contract as provided in

subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Master Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Master Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Fuels properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.
- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Fuels/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **EXPIRATION – OBLIGATIONS.** Upon expiration of this Master Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Master Contract.
- 16.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Master Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Fuels or Services sold hereunder and all provisions of the Master Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Master Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Master Contract.
- 16.6. **DEFAULT.** Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Master Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract
 - (b) Contractor fails to timely report contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due; or
 - (d) Contractor breaches any representation or warranty provided herein.

- 16.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 16.8. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Fuels and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 16.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Fuels or Services warranty provided in this Master Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Master Contract. Any limitation of either party's obligations under this Master Contract, by delivery slips or other documentation is void.
- 16.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Fuels and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 17.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Master Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 17.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of

Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

- 17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Master Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Master Contract.
- 18.3. ENTIRE AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Master Contract. Contractor and its employees or agents performing under this Master Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 18.8. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED FUELS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Fuels and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Fuels and/or Services pursuant to this Master Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Fuels/Services to Purchaser.
- 18.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its

obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 18.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Master Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 18.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 18.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 18.22. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: *Elena McGrew*
Elena McGrew
Its: Statewide Enterprise Procurement
Manager

KBT DISTRIBUTING, LLC.,
a Washington limited liability company

By: Kyle Curtis
Kyle Curtis
Its: President

Restated and Executed 1/21/22

INCLUDED FUELS

All fuel must meet Washington state fuel quality standards as provided by Washington's Motor Fuel Quality Act, RCW [19.112](#), as administered by the Washington State Department of Agriculture (WSDA). Current WSDA rules adopt the national standard for the definitions and requirements for standard fuel specifications: Uniform Engine Fuels and Automotive Lubricants Regulation as adopted by the National Conference on Weights and Measures and published in [NIST Handbook 130, 2016 Edition](#). Gasoline and Gasoline-Oxygenate Blends in the Engine Fuels and Automotive Lubricants Regulation. The national standards are developed by ASTM, the national voluntary standards organization formed to develop standards on the characteristics and performance of fuels and other materials, products, systems and services. Any reference to an ASTM shall mean the most current version of the ASTM fuel standard as adopted by the Washington State Department of Agriculture.

Fuel Product Type	Specification
Gasoline – Unleaded	
Up to 10% ethanol (check with Purchasers to see if they use E15 in their vehicles.)	
Regular 7.8 RVP and 9.0 RVP	ASTM D4814
Midgrade 7.8 RVP and 9.0 RVP	
Premium/Supreme 7.8 RVP and 9.0 RVP	
Ethanol Fuel	
Ethanol E15 (11-15%)	ASTM D5798
Ethanol Flex Fuel (51-85% Ethanol)	
Ultra Low Sulfur Diesel (ULSD) Fuels	
ULSD #1 Clear and Dyed	ASTM D975
ULSD #2 Clear and Dyed	
Biodiesel	
Biodiesel B99 – Clear and Dyed	ASTM D6751
Biodiesels B1-B5 – Clear and Dyed	ASTM D975
Biodiesels B6 - B20 – Clear and Dyed	ASTM D7467
Renewable Diesel (RD)	

Fuel Product Type	Specification
Renewable Diesel R99-Clear and Dyed	ASTM D975
Renewable Gasoline	
Regular	ASTM D4814

A. General Requirements: All fuel must be free from contamination – i.e., free from impurities including water, dirt, harmful oils, fibrous materials, and other petroleum products or contaminants.

B. Additional Requirements for Biodiesel and Renewable Diesel Fuels:

1. Contractor must be able to provide biodiesel and renewable diesel (if available) in any percentage range from 1 to 99 through fuel blending.
2. The biodiesel used for blending must meet ASTM D6751 specifications. The remainder of the fuel must be a diesel or Renewable Diesel fuel that meets ASTM D975 specifications. For these purposes, co-refined diesel is not considered biodiesel or Renewable Diesel.
3. Renewable Diesel. RCW 19.112.010 Renewable diesel means a diesel fuel substitute produced from nonpetroleum renewable sources, including vegetable oils and animal fats, that meets the registration requirements for fuels and fuel additives established by the federal environmental protection agency in 40 C.F.R. Part 79 (2008) and meets the requirements of American society of testing and materials specification D 975.
 - a. Must be free of contamination resulting in bacteria or condensation. If bacteria are present, the appropriate treatment shall be applied to the renewal diesel at Contractor's expense.
 - b. Must be filter-cleaned to 20 microns or less.
 - c. If requested by Purchaser, Contractor shall provide a product transfer document (PTD) detailing the type and source of feedstocks producer of the fuel, and carbon intensity ("CI"), if available, for all gallons of renewable diesel sold and delivered to a Purchaser.
 - d. Shall have a CI of 60 or less. Co-mingled feedstock production shall be calculated on a mass balance basis and shall not exceed an overall CI score of 60. The CI scores will conform to the [Current Certified CI values](#) provided by the California Air Resources Board in support of low-carbon fuel standards in California and Oregon.
4. All deliveries of Renewable Diesel and/or Bio Diesel will include a product transfer document (PTD) showing feedstock origin, location and producer of the fuel and CI pathway for all gallons sold. Only certified CI fuel pathway codes approved under the California and/or Oregon state low carbon fuel standard (LCFS) program(s) will be accepted and considered in compliance of this contract requirement. If Washington State adopts an LCFS program during the term of this contract, then those corresponding certified pathways would also be accepted. Co-mingled feedstock production will show gallons sold of each certified pathway and feedstock origin clearly on the PTD in order to verify compliance and allow calculation of lifecycle greenhouse gas emissions of fuel purchased. A temporary fuel pathway code may be referenced if the producer is in the active process of getting feedstock production pathways certified through California and/or Oregon LCFS programs.

- a. Feed-stocks will not include palm oil due to CI concerns.
- 5. If third party verification determines that CI documentation or feedstock/batch production exceeded five percent total volume in excess of a CI score of 60, or feedstock production claims were inaccurate or not in compliance with specifications outlined, the Contractor will be liable for damages as outlined in standard terms and conditions of this Master Contract.
- 6. Biodiesel fuels:
 - a. Must be produced by a BQ-9000 certified facility.
 - b. Must be manufactured from at least fifty-one percent (51%) Washington state feedstock and/or biodiesel produced in Washington State. RCW 43.19.646
 - c. Must be free of contamination resulting in bacteria or condensation. If bacteria are present, the appropriate treatment shall be applied to the biodiesel at Contractor's expense.
 - d. Must be filter-cleaned to 5 microns or less.
 - e. Must be less than two (2) months old (measured from date of manufacture) at the time of delivery to Purchaser.
 - f. If requested by Purchaser, Contractor shall provide a PTD detailing the type and source feedstock producer of the fuel and CI, if available, for all gallons of biodiesel sold and delivered to a Purchaser.
 - g. Feed-stocks will not include palm oil due to CI concerns.
 - h. Must have a CI of 60 or less. Co-mingled feedstock production shall be calculated on a mass balance basis and shall not exceed an overall CI score of 60. The CI scores will conform to the [Current Certified CI values](#) provided by the California Air Resources Board in support of low-carbon fuel standards in California and Oregon.
 - i. All fuel information provided for the fuel sold will be subject to third party verification at the request of the Purchaser at any time. Purchasers of the fuel will be responsible for verification costs.

C. Renewable Gasoline Requirements:

- a. Must have a minimum octane rating of 87, which shall be determined using the R+M/2 method
- b. No palm or palm derived feedstock's (PFADs, palm waste, etc.) may be used in production of Renewable Gasoline sold under this contract. De minimis amounts of palm from previous batch co-production acceptable. Upon request within five business days, producers will provide documentation of feedstock inputs (traceable to point of origin) and batch production to verify feedstock requirements including disclosure of information related to production of fuel batches not sold under this contract, as needed.
- c. All deliveries of Renewable Gasoline will include a PTD showing feedstock origin, location and producer of the fuel and CI pathway for all gallons sold. Only certified CI fuel pathway codes approved under the California and/or Oregon state LCFS program(s) will be accepted and considered in compliance of this contract requirement. A temporary fuel pathway code may be referenced if the producer is in the active process

of getting feedstock production pathways certified through California and/or Oregon LCFS programs. If Washington State adopts an LCFS program with pathways during the term of this contract, then those corresponding certified pathways would also be accepted. Co-mingled feedstock production will show gallons sold of each certified pathway and feedstock origin clearly on the PTD in order to verify compliance and allow calculation of lifecycle greenhouse gas emissions of fuel purchased.

- d. All Renewable Gasoline products will have a CI of 80 or less as defined by California and/or Oregon LCFS certified or approved temporary pathways. Co-mingled feedstock production will be calculated on a mass balance basis, contain EPA approved isobutanol/isooctane, and will not exceed an overall CI score of 80.
- e. All PTD's provided with fuel sold will be subject to third party verification at the request of the fuel purchaser at any time. End purchasers of the fuel will be responsible for verification costs. Five percent of total fuel volume sold under this contract may not exceed a mass balanced LCFS certified CI score of 80.

Carbon Intensity Reporting for Biodiesel and Renewable Diesel. Certified CI fuel pathway codes approved under the California and/or Oregon State low carbon fuel standard (LCFS) program(s) will be accepted and considered in compliance with reporting requirements under this Master Contract. A temporary fuel pathway code may be referenced if the producer is in the active process of having feedstock production pathways certified through California and/or Oregon LCFS programs. If Washington State adopts an LCFS program during the term of this Master Contract then those corresponding certified pathways will be the required documentation.

PRICES

South Central Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima Counties		
Keep Full		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Gasoline Unleaded All Types	Pasco	0.040
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Pasco	0.080
Biodiesel 20%	Tacoma	0.040
Biodiesel 99%	Portland	0.210
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		1150.00
66-98		100.00
99-131		100.00
132 +		100.00

South Central Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, and Yakima Counties		
Will Call		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Full Load		
Gasoline Unleaded All Types	Pasco	0.040
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Pasco	0.080
Biodiesel 20%	Tacoma	0.040
Biodiesel 99%	Portland	0.210
7,500 gallons up to Full Load		

Gasoline Unleaded All Types	Pasco	0.040
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Pasco	0.080
Biodiesel 20%	Tacoma	0.040
Biodiesel 99%	Portland	0.210
5,000 gallons to 7,500 gallons		
Gasoline Unleaded All Types	Pasco	0.040
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Pasco	0.080
Biodiesel 20%	Tacoma	0.040
Biodiesel 99%	Portland	0.210
up to 5,000 gallons		
Gasoline Unleaded All Types	Pasco	0.040
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Pasco	0.080
Biodiesel 20%	Tacoma	0.040
Biodiesel 99%	Portland	0.210
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		1250.00
66-98		100.00
99-131		100.00
132 +		100.00

Southwest Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, and Wahkiakum		
Keep Full		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Gasoline Unleaded All Types	Portland	0.00
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	0.00
Biodiesel 20%	Portland	0.04

Biodiesel 99%	Portland	0.03
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		1150.00
66-98		100.00
99-131		100.00
132 +		100.00

Southwest Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania, and Wahkiakum		
Will Call		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Full Load		
Gasoline Unleaded All Types	Portland	0.00
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	0.00
Biodiesel 20%	Portland	0.04
Biodiesel 99%	Portland	0.03
7,500 gallons up to Full Load		
Gasoline Unleaded All Types	Portland	0.00
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	0.00
Biodiesel 20%	Portland	0.04
Biodiesel 99%	Portland	0.03
5,000 gallons to 7,500 gallons		
Gasoline Unleaded All Types	Portland	0.00
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	0.00
Biodiesel 20%	Portland	0.04
Biodiesel 99%	Portland	0.03
up to 5,000 gallons		
Gasoline Unleaded All Types	Portland	0.00
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	0.00
Biodiesel 20%	Portland	0.04
Biodiesel 99%	Portland	0.03
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		1200.00
66-98		100.00

99-131	100.00
132 +	100.00

Olympic Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston Counties		
Keep Full		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Gasoline Unleaded All Types	Tacoma	0.000
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Tacoma	0.000
Biodiesel 20%	Tacoma	0.050
Biodiesel 99%	Portland	0.040
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		1150.00
66-98		100.00
99-131		100.00
132 +		100.00

Olympic Clallam, Grays Harbor, Jefferson, Kitsap, Mason, Pierce, and Thurston Counties		
Will Call		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Full Load		
Gasoline Unleaded All Types	Tacoma	0.000
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Tacoma	0.000
Biodiesel 20%	Tacoma	0.030
Biodiesel 99%	Portland	0.020
7,500 gallons up to Full Load		
Gasoline Unleaded All Types	Tacoma	0.000
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Tacoma	0.000
Biodiesel 20%	Tacoma	0.030
Biodiesel 99%	Portland	0.020
5,000 gallons to 7,500 gallons		
Gasoline Unleaded All Types	Tacoma	0.000
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Tacoma	0.000
Biodiesel 20%	Tacoma	0.030
Biodiesel 99%	Portland	0.020
up to 5,000 gallons		
Gasoline Unleaded All Types	Tacoma	0.000
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Tacoma	0.000
Biodiesel 20%	Tacoma	0.030
Biodiesel 99%	Portland	0.020
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		1250.00
66-98		100.00

99-131	100.00
132 +	100.00
Delivery Fee for McNeil Island	1000.00

Northwest 2 Island, Skagit, and Whatcom		
Keep Full		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Gasoline Unleaded All Types	Anacortes	0.000
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Anacortes	0.000
Biodiesel 20%	Seattle	0.030
Biodiesel 99%	Portland	0.040
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		1150.00
66-98		100.00
99-131		100.00
132 +		100.00

Northwest 2 Island, Skagit, and Whatcom		
Will Call		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Full Load		
Gasoline Unleaded All Types	Anacortes	0.000
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Anacortes	0.000
Biodiesel 20%	Seattle	0.030
Biodiesel 99%	Portland	0.040
7,500 gallons up to Full Load		
Gasoline Unleaded All Types	Anacortes	0.000
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Anacortes	0.000
Biodiesel 20%	Seattle	0.030

Biodiesel 99%	Portland	0.040
5,000 gallons to 7,500 gallons		
Gasoline Unleaded All Types	Anacortes	0.000
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Anacortes	0.000
Biodiesel 20%	Seattle	0.030
Biodiesel 99%	Portland	0.040
up to 5,000 gallons		
Gasoline Unleaded All Types	Anacortes	0.000
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Anacortes	0.000
Biodiesel 20%	Seattle	0.030
Biodiesel 99%	Portland	0.040
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		1250.00
66-98		100.00
99-131		100.00
132 +		100.00

Northwest 1 King and Snohomish Counties		
Keep Full		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Gasoline Unleaded All Types	Seattle	0.01
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Seattle	0.01
Biodiesel 20%	Seattle	0.06
Biodiesel 99%	Portland	0.09
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		1150.00
66-98		100.00
99-131		100.00
132 +		100.00

Northwest 1 King and Snohomish Counties		
Will Call		
Fuel Type	Rack Locations	OPIS Low +/- (\$)
Full Load		
Gasoline Unleaded All Types	Seattle	0.01
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Seattle	0.01
Biodiesel 20%	Seattle	0.06
Biodiesel 99%	Portland	0.09
7,500 gallons up to Full Load		
Gasoline Unleaded All Types	Seattle	0.01
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Seattle	0.01
Biodiesel 20%	Seattle	0.06

Biodiesel 99%	Portland	0.09
5,000 gallons to 7,500 gallons		
Gasoline Unleaded All Types	Seattle	0.01
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Seattle	0.01
Biodiesel 20%	Seattle	0.06
Biodiesel 99%	Portland	0.09
up to 5,000 gallons		
Gasoline Unleaded All Types	Seattle	0.01
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Seattle	0.01
Biodiesel 20%	Seattle	0.06
Biodiesel 99%	Portland	0.09
Range of Miles		Cost of delivery (\$)
drop fee (for all miles)		1250.00
66-98		100.00
99-131		100.00
132 +		100.00

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **TRANSPORTATION POLLUTION LIABILITY COVERAGE.** Contractor shall provide transportation pollution liability insurance in an amount not less than \$20,000,000 per occurrence and \$40,000,000 aggregate.
 - e. **CONTRACTOR'S POLLUTION LIABILITY INSURANCE.** Pollution liability insurance coverage (to include, without limitation, loading and unloading of all Fuel Products) with a combined single limit per occurrence of not be less than \$5,000,000, or the equivalent. Such insurance shall provide coverage for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs and expenses incurred in the investigation, defense or settlement of claims. Such coverage shall provide coverage for both on-site and off-site clean-up costs and cover gradual and sudden pollution.
 - f. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Master Contract, with limits of not less than \$5,000,000 per accident, with a combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. If pollutants are to be transported, MCS 90 and CA 9948 (in transit pollution risks coverage) endorsements are required unless in-transit pollution risk is covered under a pollution liability insurance policy. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in

excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Master Contract Insurance Certificate
Master Contract No. 08721 – Fuels: Gasoline, Diesel, and Renewables
Attn: Breann Aggers
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: Breann.aggers@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Master Contract Insurance Certificate – Master Contract No. 08721
– Fuels: Gasoline, Diesel, and Renewables**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Master Contract.

FTA CERTIFICATIONS FOR FUEL**1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.**

- (a) Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- (b) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD.

- (a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- (b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- (c) Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO THIRD PARTY CONTRACT RECORDS.

- (a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives

including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- (b) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (d) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (e) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (f) Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- (g) FTA does not require the inclusion of these requirements in subcontracts.

4. CHANGES TO FEDERAL REQUIREMENTS. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

5. TERMINATION.

- (a) Termination for Convenience. The (Recipient) may terminate this Contract, in whole or in part, at any time by written notice to Contractor when it is in the Government's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work

performed up to the time of termination. Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If Contractor has any property in its possession belonging to the (Recipient), Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

- (b) Termination for Default. If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which the Contractor is in default. Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- (c) Opportunity to Cure. The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- (d) Waiver of Remedies for any Breach. In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. CIVIL RIGHTS.

- (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 2132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
 - i. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 7. DISADVANTAGED BUSINESS ENTERPRISES. The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.
- 8. ADA Access. Contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this Contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the fuels, services, facilities, privileges, advantages, or accommodations.
- 9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with

other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

10. DEBARMENT AND SUSPENSION. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Enterprise Services. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Enterprise Services, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BUY AMERICA. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

12. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION.

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (b) Performance During Dispute. Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (d) Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- (e) Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of

any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. LOBBYING. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, KBT Distributing, LLC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Kyle Curtis Signature of Contractor's Authorized Official

Kyle Curtis, President Name and Title of Contractor's Authorized Official

Jan 18, 2022 Date

14. CLEAN AIR.

- (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. CLEAN WATER.

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS. Contractor agrees to:

- (a) Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b) Furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-

board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

- (c) Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. ENERGY CONSERVATION. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Signature: 
Kyle Curtis (Jun 18, 2022 14:39 PST)

Email: kbtdistributing@gmail.com

KBT Master Contract

Final Audit Report

2022-01-18

Created:	2022-01-18
By:	breann aggers (breann.aggers@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxjKWS4mW6WwJbgBJAYjHRsRxKLRALS

"KBT Master Contract" History

-  Document created by breann aggers (breann.aggers@des.wa.gov)
2022-01-18 - 5:40:42 PM GMT- IP address: 198.238.242.30
-  Document emailed to Kyle Curtis (kbtdistributing@gmail.com) for signature
2022-01-18 - 5:42:25 PM GMT
-  Email viewed by Kyle Curtis (kbtdistributing@gmail.com)
2022-01-18 - 5:42:39 PM GMT- IP address: 64.146.163.186
-  Document e-signed by Kyle Curtis (kbtdistributing@gmail.com)
Signature Date: 2022-01-18 - 10:39:08 PM GMT - Time Source: server- IP address: 68.113.0.242
-  Agreement completed.
2022-01-18 - 10:39:08 PM GMT



Staff Report: 047-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/11/2022

SUBJECT Approval of increasing the threshold of an existing contract with Wapiti NW; C-100032

Key Points

- The City initially contracted with Wapiti NW through contract C-100032 for outsourcing equipment repairs that Fleet Services cannot perform in-house due to schedule workloads.
- Purchases from this contract will exceed the City's purchasing \$300,000 threshold.
- The City's fleet has on-going repair and maintenance needs, and staff is recommending that the City Council approve the continued use of this contract which ends April 30, 2024.
- All other terms and conditions of the underlying contract would remain the same.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the City of Vancouver.

Strategic Plan Alignment

Goal 1, Objective 1.2: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation

Fleet Services uses Contract C-100032 to cover any equipment repairs that would otherwise be delayed due to the shop's workload. Equipment availability is one of Fleet Services key performance indicators, so staff is requesting an increase to the current contract threshold and taking advantage of the resources it offers.

Advantage(s)

1. Reduces equipment downtime that occurs due to Fleet Services workload.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment repairs that help maintain the City fleet and the operational needs of multiple City maintenance departments.

3. The approval for continued use of this contract will enable Fleet Services to concentrate on preventive maintenance and repairs that are more urgent in need.

Disadvantage(s)

None

Budget Impact

None. Sufficient budget appropriation exists to fund contracted out equipment and vehicle repairs under this contract.

Prior Council Review

None

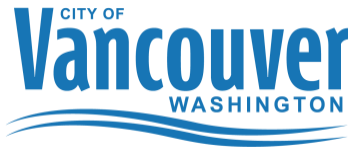
Action Requested

Authorize the City Manager or his designee to execute an amendment to the City of Vancouver's Contract C-100032 increasing the not-to-exceed amount to a maximum of \$1,000,000 over the life of the contract with Wapiti NW.

Dan Zenger, Equipment Services Manager, 360-487-8205

ATTACHMENTS:

- ▣ RFP #9-19
- ▣ Contract
- ▣ Contract Amendment



**REQUEST FOR PROPOSALS:
PREVENTATIVE MAINTENANCE, GENERAL REPAIRS, AND NEW
VEHICLE & EQUIPMENT UPFITTING**

<u>Request for Proposals Information:</u>	<u>Submit Proposals to:</u>
RFP NUMBER: 9-19 RFP TITLE: Preventative Maintenance, General Repairs, and New Vehicle & Equipment Upfitting (RFP) CONTACT PERSON: Anna Vogel EMAIL ADDRESS: anna.vogel@cityofvancouver.us CONTACT PHONE: 360-487-8429 QUESTIONS DUE: 3/25/19 at 4:00 PM PST RESPONSES DUE: 4/3/19 at 3:00 PM PST	For hand-delivery or delivery via a courier service: Attn: Procurement Services Vancouver City Hall 415 West 6th Street Vancouver, Washington 98660 For delivery by the US Postal Service: Attn: Procurement Services City of Vancouver P.O. Box 1995 Vancouver, Washington 98668

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SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION

A. Instructions to Proposers

The City of Vancouver is seeking proposals from highly qualified firms to provide preventative maintenance (PM), general repair, and new vehicle & equipment upfitting services as needed.

Request for Proposal packets may be examined at Vancouver City Hall, document viewing table, 1st Floor Lobby, 415 W. 6th Street, Vancouver, Washington 98660 or at: <https://vancouver.procureware.com>.

Questions or Requests for Clarification must be sent to Anna Vogel, Procurement Manager, via email to anna.vogel@cityofvancouver.us and be received by 4:00 p.m. on Monday, March 25, 2019. Incomplete or late inquiries may not be considered.

The City reserves the right to cancel this request or reject any and all proposals submitted or to waive any minor formalities of this call if the best interest of the City would be served.

Proposers may not withdraw proposals after the set due date and time, unless award of the contract is delayed for more than ninety (90) days.

Sealed proposals must be received by the City no later than 3:00 PM (Pacific Time) Wednesday, **April 3, 2019**. Submissions received after the specified time will not be accepted. The City of Vancouver is not responsible for delays in delivery.

Official delivery time shall be documented by City affixed time/date stamp.

Proposals submitted via the United States Postal Service (USPS) must be addressed to: Procurement Services Manager, City of Vancouver, P.O. Box 1995, Vancouver, Washington 98668-1995. In some cases, acceptance of submissions requiring a signature may be delayed due to City staff not being available to sign for deliveries.

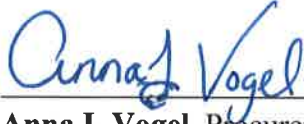
Proposals delivered by all other means must be delivered to: Vancouver City Hall, Customer Service Desk, 1st Floor Lobby, 415 W. 6th Street, Vancouver, Washington 98660. USPS will NOT deliver to the street address.

Proposals must be in a sealed envelope, and clearly marked “**RFP #9-19: PM, GENERAL REPAIR, AND UPFITTING SERVICES**”. Proposals submitted by FAX or EMAIL will NOT be accepted.

The City is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises.

The City of Vancouver in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will

affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined in 49 CFR part 26, will be afforded full opportunity to submit qualification statements in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.



Anna L Vogel, Procurement Manager

B. Introduction/Background

Vancouver City government is responsible for the City's vital infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs, administers land use policy and takes an active role in Vancouver's commercial and industrial development.

The City encompasses 48.61 square miles and has a population of more than 175,000. It extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is the southern gateway to the State of Washington.

The City of Vancouver fleet size is 988 and consists of units listed in the Equipment List by Class Code (Appendix A). Please note that the list of units can change at any time. This contract will provide additional support to the Equipment Services department on an as needed basis.

C. Scope of Work

The City of Vancouver is looking to establish a five (5) year service agreement in three areas of maintenance and repairs:

1. Preventative Maintenance (PM)
2. General Repairs
3. New Vehicle & Equipment Upfitting

The purpose of this service agreement is to provide the City of Vancouver Equipment Services additional support in its day to day operations in the areas identified above. Services will be provided on vehicle and equipment that includes, but are not limited to, sedans, light duty trucks, medium duty trucks, heavy duty trucks, trailers, air brakes, construction equipment, generators, construction equipment, and fire apparatus and equipment.

The Contractor must have a fixed service location. To most effectively meet the needs of Equipment Services the service facility shall be located within the City of Vancouver service area.

The Contractor must offer vehicle and equipment transport services from the following City of Vancouver's facilities:

- Equipment Services: 4711 E Fourth Plain Blvd, Vancouver WA 98661
- Fire Department: 7110 NE 63rd Street, Vancouver WA 98661

Services under this contract will be provided on an as-needed basis. There are no guarantees for minimum work under this contract.

The City reserves the right to award this contract to multiple vendors. Each proposal should indicate which service(s) they are responding to.

1. Preventative Maintenance (PM)
2. General Repairs
3. New Vehicle & Equipment Upfitting

Proposals may be submitted for one or more of the service categories listed above.

Certifications & Licenses

The following certifications and licenses are required for any Contractor providing services under this contract:

- Automotive Service Excellence (ASE) Master Technician certified in Automobile and Medium-Heavy Truck
- Emergency Vehicle Technician (EVT) Master Level III certified
- Commercial Driver's License (CDL)

Preventative Maintenance (PM)

The City's vehicles are maintained on regular service intervals either by time or usage. These intervals are indicated by either PM A, PM B, PM C, etc. with the related PM checklist. Appendix B are samples of the PM checklists.

For PM work each unit will have their related PM service checklist completed with any deficiencies reported on the checklist, dated and signed by the performing certified technician and shop foreman, manager or designee. Any additional service work outside of the PM service checklist shall be approved by the City prior to conducting the work. In addition, a repair estimate must be prepared, quoted, and signed off on by the Equipment Service Superintendent or designee prior to the start of work. The Contractor shall notify Equipment Service immediately of any safety related issues.

General Repairs

Provide service & repairs to all common mechanical and electrical systems on an as needed basis.

New Vehicle & Equipment Upfitting

Provide labor to install upfitting equipment in City vehicles. Items to be installed include, but are not limited to, fire extinguishers, first aid kits, city decals and logos, light bars, strobe lights, mobile radios and antennas, consoles, brackets, and related switches.

Services will include provision and installation of equipment including all wiring, fabrication and removal and reinstallation of interior and exterior vehicle parts as required and requested. All wiring runs, equipment locations, fuse layouts are to be identical on every unit. A lid covering the fuse panel shall indicate the location and function of each fuse within the panel.

The City will provide the related aftermarket equipment necessary for the installation.

Scheduling and Delivery

The City Equipment Services staff will contact the Contractor to notify them that a vehicle or piece of equipment is ready to be serviced. The Contractor has until noon of the next business day to schedule service and coordinate with the City staff on delivery or pickup of the vehicle.

The Contractor agrees to complete the PM service by the end of the work day following the day the City unit arrives at the providers site unless other arrangements have been previously approved. If the Contractor determines that there are circumstances that prevent the work from being completed by the end of the work day they shall immediately notify the Equipment Services department and provide an estimated timeline and a reason for the delay. The City reserves the right to cancel the service if it is deemed that it is in the best interest of the City to do so.

Vehicle Records

The Contractor shall be responsible for maintaining complete vehicle maintenance records. The Contractor shall maintain a vehicle record file for each vehicle or piece of equipment serviced and provide the records to the City upon request.

Invoicing

The Contractor shall bill for work within 5 business day of completion of the work. The invoice shall include the completed PM service checklist and all required documentation. The invoice shall include, at a minimum:

- D. Contractor's name, address, phone number;
- E. Contract number;
- F. Unique Invoice number and date;
- G. Work order number; and
- H. Work orders total, total tax amount, grand total invoice amount

A separate work order shall be attached and submitted with the invoice. All work pertaining to one vehicle or piece of equipment shall be included on a single work order, except for body repair service, which must be submitted on a separate work order. The work order shall include:

- Date work performed;
- Date in/date completed;
- Vehicle number;
- Odometer reading when the vehicle is brought in, when work was completed, and when the vehicle was picked up;
- Work description coding to indicate each type of and repair service completed; and
- Copy of completed PM Checklist including the signature of the employee that completed the work;

I. Approximate Timeline

RFP Issued:	March 1, 2019
Questions Due:	March 25, 2019
Final Addendum Issued:	March 27, 2019
PROPOSALS DUE:	April 3, 2019
Expected Notice to Proceed	May 2019

J. Addendum

It is the sole responsibility of the proposer to learn of Addenda, if any. Such information may be obtained at: <https://vancouver.procureware.com>. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses.

K. Information

Questions or Requests for Clarification must be sent to Anna Vogel, Procurement Manager, via email to anna.vogel@cityofvancouver.us and be received by 4:00 p.m. on **March 8, 2019**. Incomplete or late inquiries may not be considered.

L. General Information Form

The general information form, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this form. This form must be signed by a person authorized to submit proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age. **Failure to submit this form may result in your proposal being deemed non-responsive and rejected.**

SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION

GENERAL INFORMATION FORM RFP #9-19 PREVENTATIVE MAINTENANCE, GENERAL REPAIRS, AND NEW VEHICLE & EQUIPMENT UPFITTING

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your entity. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached.

Failure to submit this form may result in your proposal being deemed non-responsive.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Contact Person

Address

City, State, Zip

Phone Number

Fax Number

E-Mail Address

Federal Tax ID #

NOTE: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at <https://vancouver.procureware.com>.

A. Submittal Requirements & Procedure

Submittal Requirements: Proposals should be concise and only include information requested.

- Proposers to provide: 1 signed original copy of the proposal and 5 paper copies along with 1 electronic copy on CD or USB thumb drive (MS Word, MS Excel compatible or pdf files)
- Page size: 8.5" x 11"
- Minimum font size: 12 point

Submittal Procedure: Proposals are to be submitted in a sealed envelope and labeled:

RFP #9-19 PREVENTATIVE MAINTENANCE, GENERAL REPAIRS, AND NEW VEHICLE & EQUIPMENT UPFITTING

- Responses due no later than: **3:00 P.M. (Pacific Time), Wednesday, April 3, 2019**

Delivery Address:

(Hand delivery & non-USPS)
Procurement Services Manager
City of Vancouver
Customer Service Desk
1st floor lobby
415 W. 6th Street
Vancouver, WA 98660

Mailing Address:

(USPS does **NOT** deliver to City Hall)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668

- All proposals must be delivered and received by Procurement Services by the time/date listed.
- Proposers shall allow enough time for delivery to occur. Official City time/date stamp shall be the sole means used to determine time/date of receipt/acceptance of proposals.
- Proposals submitted by **EMAIL** or **FAX** will not be accepted.
- Deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery.
- USPS does **NOT** provide delivery services to City Hall.
- City PO Box mail is usually collected once each business day. Mail received after that time will not be collected until the next business day, and therefore possibly not received by the City by the due date and time.
- Proposals received after the listed date and time will not be accepted. The City of Vancouver is not responsible for delays in delivery.

B. Evaluation Process

The City will determine the most qualified firm based on the evaluation criteria listed below using predetermined weights and the responsiveness of the proposal. A subsequent round of interviews may be used to evaluate finalists.

The City reserves the right to conduct interviews of a short list of proposers. If the City decides to conduct interviews, the interview sessions will be evaluated in a manner similar to the response. Topics covered in the interview session shall include the topics listed hereinbefore under the “Evaluation Criteria” section plus any additional, relevant topics which may arise during both the formal presentation and the question and answer portions of the interview. If interviews are conducted and if your firm is selected for an interview, you will be contacted by the City for next steps.

C. Evaluation Criteria

These instructions were prepared to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all of the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process.

Each proposal should indicate which service(s) they are responding to.

1. Preventative Maintenance (PM)
2. General Repairs
3. New Vehicle & Equipment Upfitting

Proposals may be submitted for one or more of the service categories listed above.

Each proposal shall include:

- 1. Technical Qualifications:** Proposer shall submit completed Attachments B-1 to B-8.
- 2. Qualifications and Experience:** Information under this section should include, but not be limited to:
 - a. Provide company description; include number of years in business, size, specialties, etc.
 - b. Provide name, title, brief description of duties, years of pertinent experience and availability for each staff member that will be assigned to this contract.
 - c. Describe other resources your firm intends to commit to provide the required services under this contract.
 - d. Provide a list of best practices your company utilizes when making recommendations.
 - e. Provide your company’s philosophy of doing business and its relationship to clients;
 - f. Experience/understanding with public agency or government accounts;

3. **Cost Proposal:** Proposers shall provide pricing for the services requested on the attached form (Attachment C).

D. Evaluation Scoring

The City's choice of Consultant will be made by evaluating the proposal submitted. Each proposal received in response to this RFP will be evaluated and scored as follows:

1. Technical Qualifications (**35** points maximum)
2. Qualifications and Experience (**25** points maximum)
3. Cost Proposal (**40** points maximum)

E. Award of Contract

The City will attempt to reach a final agreement with the highest scoring responding proposer. However, the City may, at its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring proposer and may continue on, in the same manner, with remaining the proposers until an agreement is reached.

Award of the contract shall be made with reasonable promptness by giving verbal and written notice to the proposer whose proposal best conforms to the request, receives the highest score through the evaluation process, and which will be the most advantageous to the City. It is the intent of the City to award a contract on a fair and competitive basis. All performance and technical standards stated in the RFP must be met as a condition of proposal acceptance.

The successful proposer will be required to enter into a written agreement with the City in which the proposer will undertake certain obligations. These obligations include, but are not limited to; the terms and conditions (T&Cs) listed on Attachment "A" which are meant to be non-negotiable, but may be modified at the City's sole discretion. This RFP and the successful Proposer's response shall be incorporated in and become a part of the final contract.

It is the City's intent to enter into a contract for a period of five (5) years.

In the event that a proposer has concerns with said terms and conditions, they must address those concerns within the submitted proposal. Requests to modify the T&Cs after the solicitation's closing date and time will not be considered. The City will consider all concerns but is not obligated to change any part of said T&Cs.

F. RFP General Terms and Conditions

Reimbursement

The City will not reimburse proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any Consultant to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the Consultant.

Cooperative Purchasing

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFP, Consultants agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

Public Records and Proprietary Material

Proposers should be aware that any records they submit to the City or that are used by the City even if the proposers possess the records may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Proposers should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific.

Proposers should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the RFP proposer of any public disclosure request for the proposer's proposal. If the proposer believes its records are exempt from disclosure, it is the proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the proposer's discretionary decision whether to file such a lawsuit. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT # _____

This Agreement made and entered into this _____ of _____, 2019, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor", whose address is _____.

WHEREAS, the City desires to engage the Contractor to provide _____ and other related professional services for the _____. Contractor has agreed to offer its professional services to perform said work and

WHEREAS, the Contractor has represented by entering into this Agreement and by its response to Request for Proposal # _____ (RFP) that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

Contractor agrees to:

a. _____

b. _____

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$_____ unless authorized in writing by the City, according to section 14 of this Agreement. If additional time is needed, please refer to section 5 of this agreement. A written amendment must be attached.

2. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

3. E-Verify

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. Time of Performance.

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed services hereunder shall be completed by _____.

5. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

6. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit invoices to City covering both professional fees and project expenses, if any. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this agreement. City and Contractor agree that any amount paid in error by City does not

constitute a rate change in the amount of the contract. The City's contract/purchase order (po) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

7. Ownership of Work Product.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

8. Termination.

The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon "notice of termination" given by the City.

9. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

10. City Business and Occupation License.

In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless allocable exemptions apply. Businesses/contractors shall contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or to the City's website found at www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

12. Insurance.

The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury and property damage and not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage if working in the public right of way.

The Contractor agrees to the following requirements relating to insurance coverage:

a. Liability Insurance. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, automobile policy. The City shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the City upon request.

b. Worker's Compensation. The Contractor shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

c. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

d. Professional Liability Insurance. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) combined single limit. Professional liability insurance must be written on a “claims made” basis and must be indicated on the certificate. The City must be listed as the certificate holder.

Contractor shall provide evidence of all insurance required, at the City’s request, by submitting an insurance certificate to the City on a standard “Acord” or comparable form.

13. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:	Contractor: _____
Anna Vogel	
City of Vancouver	
415 West 6 th Street	
P O Box 1995	
Vancouver WA 98668-1995	

14. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement. The City Manager is hereby authorized to execute amendments on behalf of the City, including changes of compensation up to ten (10) percent of the original value.

15. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

16. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

17. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement

and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this _____ day of _____, 2019

CITY OF VANCOUVER, a municipal corporation

BY: _____
Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk

_____, Contractor

BY: _____

Title _____

Approved as to form:

E. Bronson Potter, City Attorney

ATTACHMENT B

TECHNICAL QUALIFICATIONS

Shop Operations

1. Company Information:

Shop Name and Address:

Telephone:

Shop Manager's Name:

Shop Owner's Name:

Distance from Equipment Services:

Distance from Fire Department:

2. Hours of Operations:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Overall shop hours							
PM and repair service hours							
Staffed drop off for towed in vehicles							
Unstaffed towing drop off							

3. Describe the number of bays and the capacity of each bay the shop has:

4. Who, on site, has the authority to make business decisions and to resolve problems:

Name	Job Title

5. Define quality service as it pertains to your work and shop and specifically list the work processes and tasks that are in place to ensure it:

6. Describe shop policy for continued education and training:

7. Describe how your company will ensure only the properly certified individuals will perform work on City vehicles and equipment:

Shop Procedures

8. How do you determine to use OEM or aftermarket parts for repairs or services? Be specific:

9. What OEM parts do you use routinely?

10. What aftermarket parts do you use routinely?

Shop Technical Staff

Provide information regarding the technical employees employed in your shop. List the type(s) of technician certifications by codes and years of experience.

Technician Certification Coding:

J – Journey Level

ASE – ASE Certification

OJT – Job Experience

C – State Certified

EVT – Emergency Vehicle Technician

CDL – Commercial Driver License

Employee Name and Title:			
Time with Shop:			
Experience and Certification Type			
Engine Repair	Auto Transmission	Drive Train	Steering & Suspension
Brake	Electrical System	Heating/Air Conditioning	Wheel & Tire
Hydraulic Lift	State Emission Certified	Comments	

Employee Name and Title:			
Time with Shop:			
Experience and Certification Type			
Engine Repair	Auto Transmission	Drive Train	Steering & Suspension
Brake	Electrical System	Heating/Air Conditioning	Wheel & Tire
Hydraulic Lift	State Emission Certified	Comments	

Employee Name and Title:			
Time with Shop:			
Experience and Certification Type			
Engine Repair	Auto Transmission	Drive Train	Steering & Suspension
Brake	Electrical System	Heating/Air Conditioning	Wheel & Tire
Hydraulic Lift	State Emission Certified	Comments	

Employee Name and Title:			
Time with Shop:			
Experience and Certification Type			
Engine Repair	Auto Transmission	Drive Train	Steering & Suspension
Brake	Electrical System	Heating/Air Conditioning	Wheel & Tire
Hydraulic Lift	State Emission Certified	Comments	

Employee Name and Title:			
Time with Shop:			
Experience and Certification Type			
Engine Repair	Auto Transmission	Drive Train	Steering & Suspension
Brake	Electrical System	Heating/Air Conditioning	Wheel & Tire
Hydraulic Lift	State Emission Certified	Comments	

Employee Name and Title:			
Time with Shop:			
Experience and Certification Type			
Engine Repair	Auto Transmission	Drive Train	Steering & Suspension
Brake	Electrical System	Heating/Air Conditioning	Wheel & Tire
Hydraulic Lift	State Emission Certified	Comments	

Performance Questions

11. How many years has the shop been at its current location? Under current ownership/management?

12. Describe the experience that your shop has providing fleet services:

References

Provide at least two fleet account references:

Fleet Reference 1

Name of Company/Organization:	
Contact Person:	
Contact Phone Number:	
Contact Email Address:	
State-End date of Service Contract:	
Types of Vehicles Serviced:	
Primary Use of Fleet:	
Services Provided:	

Fleet Reference 2

Name of Company/Organization:	
Contact Person:	
Contact Phone Number:	
Contact Email Address:	
State-End date of Service Contract:	
Types of Vehicles Serviced:	
Primary Use of Fleet:	
Services Provided:	

Shop Equipment

Complete the following information for shop equipment:

Equipment	Model	Type	Equip. Age (years)
Vehicle Lifts			
Engine Oscilloscope Analyzer			
Timing Light			
Dwell / Tach Meter			
Volt/Ohm/Amp Meter			
Battery/Charging System Analyzer			
Computer Diagnostic Tester			
Fuel Injection Service Equipment			
Emission Test Equipment			
Air Conditioning Leak Detector			
Air Conditioning Charging Station			
Refrigerant Recover Equipment			

Equipment	Model	Type	Equip. Age (years)
Welding Equipment			
Brake Equipment			
Tire Machine/Balancer			
Alignment Equipment			

ATTACHMENT C

PRICE PROPOSAL

Description	Price	
Preventative Maintenance	Labor Hours	
	Parts Cost	
	Labor Cost	
	Total Cost	
General Repairs	Parts Discount	
	Labor Rates	
New Vehicle & Equipment Upfitting	Parts Discount	
	Labor Rates	

Appendix A

EQUIPMENT LIST BY CLASS CODE

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CLASS CODE	VEH_NUM	YEAR	CLASS DESCRIPTION	MAKE	MODEL	DEPT-NAME
0111	00001 - 0707	1993	ATTACHMENT SNOW REMOVAL	WESTERN	SNOW PLOW	STREET SNOW & ICE
0111	00001 - 0708	1993	ATTACHMENT SNOW REMOVAL	WESTERN	SNOW PLOW	STREET SNOW & ICE
0111	00001 - 0709	1991	ATTACHMENT SNOW REMOVAL	WESTERN	SNOW PLOW	STREET SNOW & ICE
0111	00001 - 0716	1995	ATTACHMENT SNOW REMOVAL	WESTERN	SNOW PLOW	STREET SNOW & ICE
0111	00001 - 0740	1999	ATTACHMENT SNOW REMOVAL	WESTERN	UHW-10 HD	STREET SNOW & ICE
0111	00001 - 0745	1999	ATTACHMENT SNOW REMOVAL	WESTERN	UHW-10 HD	STREET SNOW & ICE
0111	00001 - 0748	1999	ATTACHMENT SNOW REMOVAL	WESTERN	SNOW PLOW	STREET SNOW & ICE
0111	00001 - 0749	1999	ATTACHMENT SNOW REMOVAL	WESTERN	SNOW PLOW	STREET SNOW & ICE
0111	00001 - 0757	1999	ATTACHMENT SNOW REMOVAL	WESTERN PLOW	UP90 #60655-9FT	STREET SNOW & ICE
0111	00001 - 0758	1999	ATTACHMENT SNOW REMOVAL	WESTERN	60655-PLOW 9FT	STREET SNOW & ICE
0111	00001 - 0759	1999	ATTACHMENT SNOW REMOVAL	WESTERN	SNOW PLOW	STREET SNOW & ICE
0111	00001 - 0760	1999	ATTACHMENT SNOW REMOVAL	WESTERN	SNOW PLOW	STREET SNOW & ICE
0111	00001 - 0787	2004	ATTACHMENT SNOW REMOVAL	WESTERN	PLOW 7' - 2" LS	WATER DISTRIBUTION
0111	00001 - 0788	2004	ATTACHMENT SNOW REMOVAL	WESTERN	PLOW 8' - 6" LS	WASTE WATER COLLECTION
0111	00001 - 7048	2006	ATTACHMENT SNOW REMOVAL	FRINK 3910	SNOW PLOW	STREET SNOW & ICE
0111	00001 - 7079	2008	ATTACHMENT SNOW REMOVAL	FRINK	3910PTE LITE	STREET SNOW & ICE
0111	00001 - 7100	2012	ATTACHMENT SNOW REMOVAL	MEYER PLOW	SNOW PLOW	GM PARKING LOTS
0111	00001 - 7101	2012	ATTACHMENT SNOW REMOVAL	MEYER PLOW	SNOW PLOW	STREET SNOW & ICE
0111	00001 - 7104	2013	ATTACHMENT SNOW REMOVAL	AMERICAN	PLOW 10' w/ hyd	STREET SNOW & ICE
0111	00001 - 7105	2013	ATTACHMENT SNOW REMOVAL	AMERICAN	PLOW 10' w/ hyd	STREET SNOW & ICE
0111	00001 - 7115	2016	ATTACHMENT SNOW REMOVAL	MEYER PLOW	RP 32 10 BT	STREET SNOW & ICE
0111	00001 - 7116	2018	ATTACHMENT SNOW REMOVAL	SNOWDOGG	V PLOW 8 1/2 FT	GSL ADMINISTRATION
Count of Vehicles for Class: 0111				22		
0115	00001 - 7109	2015	ATTACHMENT DEICER EQUIPME	VERITECH IND	AI1035-HYD-3MOD	STREET SNOW & ICE
0115	00001 - 7110	2015	ATTACHMENT DEICER EQUIPME	VERITECH	AES1000-440	STREET SNOW & ICE
0115	00001 - 7111	2015	ATTACHMENT DEICER EQUIPME	VERITECH	AES1000-440	STREET SNOW & ICE
0115	00001 - 7112	2015	ATTACHMENT DEICER EQUIPME	VERITECH	AES1000-440	STREET SNOW & ICE
0115	00001 - 7073	2007	ATTACHMENT DEICER EQUIPME	AG ENTERPRISE	AES-1610-SK	STREET SNOW & ICE
0115	00001 - 7074	2007	ATTACHMENT DEICER EQUIPME	AG ENTERPRISE	AES-1610-SK	STREET SNOW & ICE
0115	00001 - 7070	2007	ATTACHMENT DEICER EQUIPME	VERITECH INDUST	SB600/SS Brine	STREET SNOW & ICE
0115	00001 - 7083	2008	ATTACHMENT DEICER EQUIPME	AG ENTERPRISE	AES1000-440	STREET SNOW & ICE
0115	00001 - 7084	2008	ATTACHMENT DEICER EQUIPME	AG ENTERPRISE	AES1000-440	STREET SNOW & ICE
0115	00001 - 7013	2000	ATTACHMENT DEICER EQUIPME	NORSTAR	DE-ICER PUMP	STREET SNOW & ICE
0115	00001 - 7014	2000	ATTACHMENT DEICER EQUIPME	NORSTAR	DE-ICER PUMP	STREET SNOW & ICE
Count of Vehicles for Class: 0115				11		
0117	00001 - 0741	1999	ATTACHMENT SNOW REMOVAL	SWENSON	EV100-10 Sander	STREET SNOW & ICE
0117	00001 - 0742	1999	ATTACHMENT SNOW REMOVAL	SWENSON	EV100-10	STREET SNOW & ICE
0117	00001 - 0743	1999	ATTACHMENT SNOW REMOVAL	SWENSON	EV100-10 SANDER	STREET SNOW & ICE
0117	00001 - 0744	1999	ATTACHMENT SNOW REMOVAL	SWENSON	EV100-10 SANDER	STREET SNOW & ICE
0117	00001 - 0717	1990	ATTACHMENT SNOW REMOVAL	HENDERSON	SANDER-FSHM9	STREET SNOW & ICE
0117	00001 - 0718	1990	ATTACHMENT SNOW REMOVAL	HENDERSON	SANDER-FSHM9	STREET SNOW & ICE
0117	00001 - 0703	1993	ATTACHMENT SNOW REMOVAL	SWENSON	SANDER	STREET SNOW & ICE
0117	00001 - 0705	1993	ATTACHMENT SNOW REMOVAL	SWENSON	SANDER	STREET SNOW & ICE
0117	00001 - 0706	1988	ATTACHMENT SNOW REMOVAL	FONTAINE	SANDER	STREET SNOW & ICE
Count of Vehicles for Class: 0117				9		
0126	00001 - 7026	2000	ATTACHMENT GROUNDS MOWE	TIGER	FLAIL HEAD 50"	SW FACILITY
0126	00001 - 7028	2000	ATTACHMENT GROUNDS MOWE	TIGER FLAIL	TSF-75-HDA	SW FACILITY
0126	00001 - 7034	2003	ATTACHMENT GROUNDS MOWE	JOHN DEERE	390 8FT FLAIL	GROUNDS MOWING

EQUIPMENT LIST BY CLASS CODE

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CLASS CODE	VEH_NUM	YEAR	CLASS DESCRIPTION	MAKE	MODEL	DEPT-NAME
0126	00001 - 7054	2005	ATTACHMENT GROUNDS MOWE	HUSQVARNA	SC18 SOD CUTTER	GROUND'S MOWING
0126	00001 - 7099	2012	ATTACHMENT GROUNDS MOWE	JOHN DEERE	390 8FT FLAIL	GROUND'S MOWING
Count of Vehicles for Class: 0126				5		
0129	00001 - 7044	2005	ATTACHMENT OTHER	LANDPRIDE	PULVERIZER	GM BALLFIELDS
0129	00001 - 7062	2007	ATTACHMENT OTHER	BOBCAT	72 HF	GSL RESTORATION
0129	00001 - 7065	2007	ATTACHMENT OTHER	BOBCAT	PLANER	GSL EROSION CONTROL
0129	00001 - 7069	2007	ATTACHMENT OTHER	BOBCAT	TS 36M	GSL RESTORATION
0129	00001 - 7081	2008	ATTACHMENT OTHER	SWEEPSTER QC210	21197MH2	STREET ALLEY & SHOULDER
0129	00001 - 7087	2007	ATTACHMENT OTHER	BOBCAT	68"BUCKET	GSL RESTORATION
0129	00001 - 7090	2009	ATTACHMENT OTHER	LANDPRIDE	SP2060	GM BALLFIELDS
0129	00001 - 7113	2016	ATTACHMENT OTHER	ACE ROTO-MOLD	500 GALLON TANK	GSL IPM CONTROL
0129	00001 - 7114	2016	ATTACHMENT OTHER	ROTOVATOR	60" TILLER	GROUND'S MOWING
0129	00001 - 7103	2013	ATTACHMENT OTHER	VERSA BUCKET	75	STORM WATER ST SWEEPING
0129	00001 - 7036	2003	ATTACHMENT OTHER	BEDSHAPER	902	GM LANDSCAPE
0129	00001 - 7031	2003	ATTACHMENT OTHER	BLUEBIRD	S22HSDA	GM LANDSCAPE
0129	00001 - 7032	2003	ATTACHMENT OTHER	BLUEBIRD	H530A	GM LANDSCAPE
0129	00001 - 7033	1998	ATTACHMENT OTHER	TROY-BILT	ECONO-HORSE	GM LANDSCAPE
0129	00001 - 7021	2002	ATTACHMENT OTHER	BUFFALO	H10G BLOWER	GM LANDSCAPE
0129	00001 - 7019	2002	ATTACHMENT OTHER	TORO	30823-BLOWER	GM LANDSCAPE
0129	00001 - 7015	2002	ATTACHMENT OTHER	TORO	AEROTHATCH 83	GROUND'S MOWING
0129	00001 - 0736	1997	ATTACHMENT OTHER	ATLAS COPCO	PAVEMENT	TRAFFIC SIGNS & STRIPPING
0129	00001 - 0779	1985	ATTACHMENT OTHER	RYAN	TURF PLUGGER	GROUND'S MOWING
0129	00001 - 0765	2000	ATTACHMENT OTHER	TORO	30823-BLOWER	GSL LEAF REMOVAL
Count of Vehicles for Class: 0129				20		
0211	00001 - 0887	2008	GENERATOR SKID MOUNTED < 1	KOHLER	40 REOZB	FACILITIES GENERATORS
0211	00001 - 0888	2008	GENERATOR SKID MOUNTED < 1	KOHLER	250DREOZJD	FACILITIES GENERATORS
0211	00001 - 0889	2008	GENERATOR SKID MOUNTED < 1	CATERPILLAR	DM9163 GEN	FACILITIES GENERATORS
Count of Vehicles for Class: 0211				3		
0230	00001 - 0886	2006	PUMP SKID MOUNTED	CLARK FIRE PUMP	JU4HUF10	FACILITIES GENERATORS
0230	00001 - 7020	2002	PUMP SKID MOUNTED	NORSTAR	BIOXIDE TANK	WASTE WATER COLLECTION
Count of Vehicles for Class: 0230				2		
0240	00001 - 7006	1995	PRESSURE WASHER/CLEANER	LANDA	PG4-3000	GROUND'S ADMIN
0240	00001 - 7007	1995	PRESSURE WASHER/CLEANER	LANDA	PC4-30321	GROUND'S ADMIN
0240	00001 - 7067	2007	PRESSURE WASHER/CLEANER	LANDA	HS-3000	GROUND'S ADMIN
0240	00001 - 0874	2000	PRESSURE WASHER/CLEANER	ALKOTA	#4211	EQUIPMENT SERVICES
Count of Vehicles for Class: 0240				4		
0312	00001 - 0467	1965	GENERATOR TRAILER MOUNTEI	ONAN	GEN EMRGCY	EQUIPMENT SERVICES
0312	00001 - 7053	1995	GENERATOR TRAILER MOUNTEI	DAYTON	3LW64-11,000 W	EQUIPMENT SERVICES
0312	00001 - 5008	1997	GENERATOR TRAILER MOUNTEI	KOHLER	100ROZ	WASTE WATER COLLECTION
0312	00001 - 5023	2001	GENERATOR TRAILER MOUNTEI	BOSS	KL-BOSS	WASTE WATER COLLECTION
0312	00001 - 5024	2001	GENERATOR TRAILER MOUNTEI	BOSS	KL-BOSS	WASTE WATER COLLECTION
0312	00001 - 5026	2001	GENERATOR TRAILER MOUNTEI	HMT-BOSS	TRAILER-GEN	WASTE WATER COLLECTION
0312	00001 - 5028	2001	GENERATOR TRAILER MOUNTEI	HMT-BOSS	TRAILER-GEN	WASTE WATER COLLECTION
0312	00001 - 5031	2002	GENERATOR TRAILER MOUNTEI	BOSS	KL-BOSS	WASTE WATER COLLECTION
Count of Vehicles for Class: 0312				8		

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CLASS CODE	VEH_NUM	YEAR	CLASS DESCRIPTION	MAKE	MODEL	DEPT-NAME
0313	00001 - 5033	2003	READER/ARROW/LIGHT TRAILER	WANCO	WTSP75-LSAC	WATER DISTRIBUTION
0313	00001 - 5101	2018	READER/ARROW/LIGHT TRAILER	ADDCO	DH500-FM	EQUIPMENT CAPITAL
0313	00001 - 5102	2018	READER/ARROW/LIGHT TRAILER	ADDCO		EQUIPMENT CAPITAL
0313	00001 - 5040	2004	READER/ARROW/LIGHT TRAILER	WANCO	WSTP110-LSAC	WASTE WATER COLLECTION
0313	00001 - 5041	2004	READER/ARROW/LIGHT TRAILER	WANCO	WTSP110-LSAC	WASTE WATER COLLECTION
0313	00001 - 5042	2004	READER/ARROW/LIGHT TRAILER	WANCO	WTSP110-LSAC	STORM WATER-ADMIN
0313	00001 - 5043	2005	READER/ARROW/LIGHT TRAILER	ADDCO	ADS-6X2 V	WATER DISTRIBUTION
0313	00001 - 5044	2005	READER/ARROW/LIGHT TRAILER	ADDCO	ADS-6X2 V	WATER DISTRIBUTION
0313	00001 - 5057	2006	READER/ARROW/LIGHT TRAILER	MAGNUM	MLT3060MMH	WATER DISTRIBUTION
Count of Vehicles for Class: 0313				9		
0322	00001 - 5059	2006	AIR COMPRESSOR TRAILER MO	SULLIVAN	D0185Q11JD	WATER DISTRIBUTION
0322	00001 - 5090	2016	AIR COMPRESSOR TRAILER MO	DOOSAN C185	COMPRESSOR	STREET PATCHING & PAVING
Count of Vehicles for Class: 0322				2		
0323	00001 - 0883	2004	AIR COMPRESSOR VEHICLE MO	NAPA	82-356VAT	GROUNDS ADMIN
Count of Vehicles for Class: 0323				1		
0324	00001 - 0770	1979	AIR COMPRESSOR STATIONARYAIR COMPRESSO			WATER PROD. MAINT.
0324	00001 - 0868	2000	AIR COMPRESSOR STATIONARYES COMPRESSOR		TANK & DRYER	EQUIPMENT SERVICES
0324	00001 - 0872	2015	AIR COMPRESSOR STATIONARY HUSKY		VT631404AJ AIR	TRAFFIC SIGNS & STRIPPING
0324	00001 - 0873	2000	AIR COMPRESSOR STATIONARYINGERSOL RAND		3015TM-10TT30	WATER
0324	00001 - 7027	2002	AIR COMPRESSOR STATIONARY CampbelHausfeld		VT470000AJ	EQUIPMENT SERVICES
0324	00001 - 7040	2003	AIR COMPRESSOR STATIONARY POWEREX		SC151361VS	WASTE WATER - ADMIN
Count of Vehicles for Class: 0324				6		
0332	00001 - 5091	2017	PUMP TRAILER MOUNTED 2" - 6"GLOBAL PUMP TRL		QTS-3 1GQ6452	WASTE WATER COLLECTION
0332	00001 - 5099	2018	PUMP TRAILER MOUNTED 2" - 6" THOMPSON		PUMP TLR	WASTE WATER - ADMIN
0332	00001 - 5009	1997	PUMP TRAILER MOUNTED 2" - 6"THOMPSON PUMP		46HST-2000 GPM	WASTE WATER-PUMPING
0332	00001 - 5005	1996	PUMP TRAILER MOUNTED 2" - 6" THOMPSON		PUMP TLR	WASTE WATER COLLECTION
Count of Vehicles for Class: 0332				4		
0381	00001 - 0777	2001	CONCRETE MIXER TRAILER MOI STOW(BOMAC)		CM9H MIXER	WATER DISTRIBUTION
Count of Vehicles for Class: 0381				1		
0400	00001 - 0778	2001	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX	GM LANDSCAPE
0400	00001 - 0780	2001	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-30	STORM WATER ST SWEEPING
0400	00001 - 0781	2001	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-30	STORM WATER ST SWEEPING
0400	00001 - 0784	2002	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX	GM LANDSCAPE
0400	00001 - 0785	2002	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX	GM LANDSCAPE
0400	00001 - 0786	2003	VEHICLE MOUNTED STELLAR BE	CASCADE	DUMP BOX 20	STORM WATER ST SWEEPING
0400	00001 - 0774	2001	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-12	GSL LEAF REMOVAL
0400	00001 - 0766	1998	VEHICLE MOUNTED STELLAR BE	CASCADE	DUMP BED	GM LANDSCAPE
0400	00001 - 0767	1998	VEHICLE MOUNTED STELLAR BE	CASCADE	FLATBED	GM LANDSCAPE
0400	00001 - 0761	2000	VEHICLE MOUNTED STELLAR BE	CASCADE	FLATBED	STREET PATCHING & PAVING
0400	00001 - 0764	1999	VEHICLE MOUNTED STELLAR BE	CASCADE	FLATBED	GM LANDSCAPE
0400	00001 - 0746	1999	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-12	GM LANDSCAPE
0400	00001 - 0747	1999	VEHICLE MOUNTED STELLAR BE	CASCADE	DROPBOX-CHP	GM LANDSCAPE
0400	00001 - 0750	1999	VEHICLE MOUNTED STELLAR BE	CASCADE	12 YD BOX	STREET PATCHING & PAVING
0400	00001 - 0751	1999	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-30	STREET TREE TRIMING
0400	00001 - 0752	1999	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-30	STORM WATER ST SWEEPING

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0400	00001 - 0753	1999	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-30	STORM WATER ST SWEEPING
0400	00001 - 0754	1999	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-30	STREET TREE TRIMMING
0400	00001 - 0755	1999	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-30	STORM WATER ST SWEEPING
0400	00001 - 0721	1994	VEHICLE MOUNTED STELLAR BE	CASCADE	12 YD BOX	WATER DISTRIBUTION
0400	00001 - 0722	1994	VEHICLE MOUNTED STELLAR BE	CASCADE	12 YD BOX	GSL LEAF REMOVAL
0400	00001 - 0723	1994	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-12	GM LANDSCAPE
0400	00001 - 0724	1994	VEHICLE MOUNTED STELLAR BE	CASCADE	12 YD BOX	GM LANDSCAPE
0400	00001 - 0726	1994	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-CHP	GM LANDSCAPE
0400	00001 - 0727	1994	VEHICLE MOUNTED STELLAR BE	CASCADE	FLAT-BED	GM LANDSCAPE
0400	00001 - 7038	2004	VEHICLE MOUNTED STELLAR BE	CASCADE	CHIP BOX	STREET TREE TRIMMING
0400	00001 - 7039	2004	VEHICLE MOUNTED STELLAR BE	CASCADE	DUMP BODY	STREET PATCHING & PAVING
0400	00001 - 7050	2005	VEHICLE MOUNTED STELLAR BE	DeWald	230-Drop Box	WATER
0400	00001 - 7051	2005	VEHICLE MOUNTED STELLAR BE	DeWald	230-Drop Box	WATER
0400	00001 - 7052	2005	VEHICLE MOUNTED STELLAR BE	DeWald	230-Drop Box	WATER
0400	00001 - 7066	2004	VEHICLE MOUNTED STELLAR BE	CASCADE	DUMP BODY	STREET PATCHING & PAVING
0400	00001 - 7047	2005	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX-30	SOLID WASTE
0400	00001 - 7056	2006	VEHICLE MOUNTED STELLAR BE	CASCADE	DROP BOX	GM LANDSCAPE
0400	00001 - 7061	2006	VEHICLE MOUNTED STELLAR BE	CASCADE	FLATBED	STREET PATCHING & PAVING
0400	00001 - 7080	2008	VEHICLE MOUNTED STELLAR BE	WESTERN SYSTEMS	DROP BOX	GSL RESTORATION
0400	00001 - 7095	2012	VEHICLE MOUNTED STELLAR BE	WASTEQUIP	DROP BOX	STORM WATER ST SWEEPING
0400	00001 - 7096	2012	VEHICLE MOUNTED STELLAR BE	WASTEQUIP	DROP BOX	STORM WATER ST SWEEPING
0400	00001 - 7097	2012	VEHICLE MOUNTED STELLAR BE	WASTEQUIP	DROP BOX	STORM WATER ST SWEEPING
0400	00001 - 7098	2012	VEHICLE MOUNTED STELLAR BE	WASTEQUIP	DROP BOX	STORM WATER ST SWEEPING
0400	00001 - 7107	2015	VEHICLE MOUNTED STELLAR BE	WESTERN CASCADE	STELLAR BOX	GROUND ADMIN
0400	00001 - 7108	2015	VEHICLE MOUNTED STELLAR BE	WESTERN CASCADE	STELLAR BOX	GROUND ADMIN
Count of Vehicles for Class: 0400				41		
0513	00001 - 0876	2000	GENERATOR	KATO	KAMAG 14	FACILITIES GENERATORS
0513	00001 - 0882	2006	GENERATOR	CAT 250 EKW	GENERATOR	FACILITIES GENERATORS
0513	00001 - 0884	2000	GENERATOR	OLYMPIAN	D30P3	FACILITIES GENERATORS
Count of Vehicles for Class: 0513				3		
0620	00001 - 0713	1995	OTHER EQUIPMENT	KELLY CRESWELL	STRIPER	TRAFFIC SIGNS & STRIPPING
0620	00001 - 0714	1995	OTHER EQUIPMENT	TSS	ADHESIVE	TRAFFIC SIGNS & STRIPPING
0620	00001 - 0521	1985	OTHER EQUIPMENT	FALKENBURG	TRAILER-SPRAY	GM LANDSCAPE
0620	00001 - 0756	1999	OTHER EQUIPMENT	REARS PUMP	W/TANK SKID	Drainage - Urban Forestry
0620	00001 - 7106	1996	OTHER EQUIPMENT	TRAILER	RODDER MOUNTED	WASTE WATER COLLECTION
0620	00001 - 7093	2011	OTHER EQUIPMENT	REARS	SPRAY TANK	GM CHEMICAL APPLICATION
0620	00001 - 7094	2012	OTHER EQUIPMENT	UTIL HYDRO-VAC		WATER PROD. MAINT.
0620	00001 - 7120	2019	OTHER EQUIPMENT	GRACO	STRIPER	EQUIPMENT CAPITAL
0620	00001 - 7091	2008	OTHER EQUIPMENT	PAK	SPRAY TANK	SW FACILITY
0620	00001 - 7085	2008	OTHER EQUIPMENT	DTC	BIG SHOT 500	TRAFFIC SIGNS & STRIPPING
0620	00001 - 7060	2003	OTHER EQUIPMENT	MINUTEMAN	320	EQUIPMENT SERVICES
0620	00001 - 7041	2004	OTHER EQUIPMENT	CLEMCO	2452	EQUIPMENT SERVICES
0620	00001 - 7043	2005	OTHER EQUIPMENT	CUES	MUDMASTER TM600	WASTE WATER COLLECTION
0620	00001 - 7001	2000	OTHER EQUIPMENT	VON ARC	VA25S	TRAFFIC SIGNS & STRIPPING
0620	00001 - 7012	2002	OTHER EQUIPMENT	REARS	SPRAY TANK	GM CHEMICAL APPLICATION
0620	00001 - 7029	2003	OTHER EQUIPMENT	GROUND HOG	1M5C	TRAFFIC SIGNS & STRIPPING
0620	00001 - 7030	2003	OTHER EQUIPMENT	REEL/ DAN	COV7030	WASTE WATER COLLECTION
Count of Vehicles for Class: 0620				17		

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0630	00001 - 5089	2015	CHIPPER WOOD	BANDIT	255	GM TREES & SHRUBS
0630	00001 - 5079	2011	CHIPPER WOOD	BRUSH BANDIT	CHIPPER 990XP	STREET TREE TRIMMING
Count of Vehicles for Class: 0630				2		
0700	00001 - 5055	2006	TRAILER - BBQ	HMT	TRAILER BBQ	OPS ADMIN
0700	00001 - 0524	1984	TRAILER - BBQ	IRON MOUNT	TRAILER BBQ	OPS ADMIN
Count of Vehicles for Class: 0700				2		
0701	00001 - 5058	2006	TRAILER - RADAR	WANCO	WSDT-S(PD)	TRAFFIC ENGINEERING
0701	00001 - 5078	2011	TRAILER - RADAR	SAM TRAILER	MSNS0006	POLICE MISC VEHICLES - UN
Count of Vehicles for Class: 0701				2		
0711	00001 - 5084	2012	TRAILER <6000 GVW	FELLING	FT-6T	FACILITIES MAINTENANCE
0711	00001 - 5061	2007	TRAILER <6000 GVW	BUZZ	FLATBED	GSL IPM CONTROL
0711	00001 - 5062	2007	TRAILER <6000 GVW	BUZZ	FLATBED	GSL RESTORATION
0711	00001 - 5063	2007	TRAILER <6000 GVW	BUZZ	FLATBED	GSL IPM CONTROL
0711	00001 - 5052	2006	TRAILER <6000 GVW	BUZZ	U48	Drainage - Urban Forestry
0711	00001 - 5054	2006	TRAILER <6000 GVW	WELLS CARGO	SW8	WATER PUMPS PROD.
0711	00001 - 5047	2005	TRAILER <6000 GVW	BUZ	FLATBED	WATER
0711	00001 - 5081	2012	TRAILER <6000 GVW	SEWER UTIL TRLR	EAGLE	WASTE WATER COLLECTION
0711	00001 - 5037	2004	TRAILER <6000 GVW	H&H TRAILER	52767-3	WASTE WATER COLLECTION
0711	00001 - 0532	1995	TRAILER <6000 GVW	NW CUSTOM	TRAILER	TRAFFIC SIGNS & STRIPPING
0711	00001 - 0506	1991	TRAILER <6000 GVW	HMT	TRAILER	GROUNDWORK MOWING
0711	00001 - 0514	1968	TRAILER <6000 GVW	H M T	TRAILER	STREET PATCHING & PAVING
0711	00001 - 0515	1993	TRAILER <6000 GVW	BUZ	TRAILER	STREET PATCHING & PAVING
0711	00001 - 0517	1993	TRAILER <6000 GVW	MATLOCK	TRAILER	WASTE WATER COLLECTION
0711	00001 - 0541	1987	TRAILER <6000 GVW	BUZ	TRAILER	GM TREES & SHRUBS
0711	00001 - 0542	1987	TRAILER <6000 GVW	BUZ	TRAILER	GM TREES & SHRUBS
0711	00001 - 0520	1979	TRAILER <6000 GVW	SEARS	TRAILER	GM IRRIGATION
Count of Vehicles for Class: 0711				17		
0712	00001 - 5064	2007	TRAILER 6001 - 10,000 GVW	TRIPLE L	UT 410	WATER DISTRIBUTION
0712	00001 - 5068	2004	TRAILER 6001 - 10,000 GVW	SKY WATCH		POLICE MISC VEHICLES - UN
Count of Vehicles for Class: 0712				2		
0713	00001 - 5070	2008	TRAILER >10,001 GVW	TRIPLE L	UT 410	STREET PATCHING & PAVING
0713	00001 - 5071	2008	TRAILER >10,001 GVW	INTERSTATE	50DLA	WASTE WATER COLLECTION
0713	00001 - 5085	2014	TRAILER >10,001 GVW	TOWMASTER	T-50	WATER DISTRIBUTION
0713	00001 - 5080	2012	TRAILER >10,001 GVW	STORM UTIL TRLR	PAC TEK PV-220	SW STORMLINE
0713	00001 - 5056	2006	TRAILER >10,001 GVW	GREAT NORTHERN	TA3	STORM WATER-ADMIN
0713	00001 - 5092	2017	TRAILER >10,001 GVW	BIG TEX	UTILITY TRLR	GROUNDWORK MOWING
0713	00001 - 5093	2017	TRAILER >10,001 GVW	BIG TEX	UTILITY TRLR	GROUNDWORK MOWING
0713	00001 - 5100	2019	TRAILER >10,001 GVW	MAXEY	TANDEM FLATBED	STORM WATER-ADMIN
0713	00001 - 5038	2004	TRAILER >10,001 GVW	BUZ	TRAILER FLTBD	WASTE WATER COLLECTION
0713	00001 - 5025	2001	TRAILER >10,001 GVW	BUZZ	18 FT	TRAFFIC SIGNS & STRIPPING
0713	00001 - 5003	1996	TRAILER >10,001 GVW	INTERSTATE	24DTA	WATER DISTRIBUTION
0713	00001 - 5004	1996	TRAILER >10,001 GVW	BUZ	STB828	STREET PATCHING & PAVING
0713	00001 - 0536	1996	TRAILER >10,001 GVW	INTERSTATE	DTA24	STREET ALLEY & SHOULDER
0713	00001 - 0529	1983	TRAILER >10,001 GVW	EAGER BEAVER	TRAILER	WATER DISTRIBUTION
Count of Vehicles for Class: 0713				14		

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0714	00001 - 5082	2012	TRAILER SAFETY<6000 GVW	VORTEQ	ATTENUATOR TRLR	WATER DISTRIBUTION
Count of Vehicles for Class: 0714					1	
0721	00001 - 5086	2015	TRAILER TILT BED < 6000 GVW	BUZ	TRAILER	SW FACILITY
Count of Vehicles for Class: 0721					1	
0722	00001 - 5096	2019	TRLR TILT BED 6001 - 10,000 GVW	PJ TRAILER	T1131	GROUNDS MOWING
0722	00001 - 5094	2018	TRLR TILT BED 6001 - 10,000 GVW	DAN ENTERPRISES	FLATBED 14'	SW FACILITY
0722	00001 - 5016	1999	TRLR TILT BED 6001 - 10,000 GVW	COUNTY BUILT	TRAILER	SW FACILITY
0722	00001 - 5017	1999	TRLR TILT BED 6001 - 10,000 GVW	COUNTY BUILT	TRAILER	GROUNDS MOWING
0722	00001 - 5030	2002	TRLR TILT BED 6001 - 10,000 GVW	BUZ	FLATBED	GROUNDS MOWING
Count of Vehicles for Class: 0722					5	
0723	00001 - 5083	2012	TRAILER TILT BED > 10,001 GVW	OLYMPIC	30TDT-3	STORM WATER-ADMIN
0723	00001 - 5087	2015	TRAILER TILT BED > 10,001 GVW	GREAT NORTHERN	TB20-14 K TRLR	GROUNDS MOWING
0723	00001 - 5088	2015	TRAILER TILT BED > 10,001 GVW	CUSTOM TILT	TILT TRAILER	GROUNDS MOWING
0723	00001 - 5060	2007	TRAILER TILT BED > 10,001 GVW	GREAT NORTHERN	TB20-14K	GSL MOWING
0723	00001 - 5048	2005	TRAILER TILT BED > 10,001 GVW	INTERSTATE	20 TDT	WATER DISTRIBUTION
Count of Vehicles for Class: 0723					5	
0742	00001 - 5050	2005	TRAILER VAN BODY < 10,000 GVW	PACE	HT	POLICE
0742	00001 - 5051	2005	TRAILER VAN BODY < 10,000 GVW	CHARMAC	YUKON 4H GN	POLICE MISC VEHICLES - UN
0742	00001 - 5045	2005	TRAILER VAN BODY < 10,000 GVW	INTERSTATE	CARGO	POLICE MISC VEHICLES - UN
0742	00001 - 5075	2008	TRAILER VAN BODY < 10,000 GVW	INTERSTATE	I10218TA3	WASTE WATER COLLECTION
0742	00001 - 5065	2008	TRAILER VAN BODY < 10,000 GVW	INTERSTATE	I10216TA3	WASTE WATER COLLECTION
0742	00001 - 5067	2008	TRAILER VAN BODY < 10,000 GVW	INTERSTATE	I10220TA2	POLICE
0742	00001 - 5097	2019	TRAILER VAN BODY < 10,000 GVW	CARGOMATE	BL816TA2	GROUNDS MOWING
0742	00001 - 5098	2019	TRAILER VAN BODY < 10,000 GVW	CARGOMATE	BLS610SA	VOLUNTEER COOR
0742	00001 - 5039	2005	TRAILER VAN BODY < 10,000 GVW	INTERSTATE	ICC10220TA2	POLICE
0742	00001 - 5019	1999	TRAILER VAN BODY < 10,000 GVW	WESTERN WORLD	UTIL-COVER	WATER PROD. MAINT.
Count of Vehicles for Class: 0742					10	
0751	00001 - 0518	1993	TRAILER DUMP BODY < 6000 GVW	MATLOCK	TRAILER	WATER PROD. MAINT.
Count of Vehicles for Class: 0751					1	
0753	00001 - 5074	2007	TRAILER DUMP BODY > 10,001 GVW	COLUMBIA BODY	T0212	STREET PATCHING & PAVING
Count of Vehicles for Class: 0753					1	
0754	00001 - 5022	2001	TRAILER SEMI FLAT BED	TRAIL KING	TK70HDG-442	STREET PATCHING & PAVING
Count of Vehicles for Class: 0754					1	
1211	00001 - 1103	2001	SCOOTER/MOTORCYCLE < 8500	GO 4	SCOOTER	Parking - On Street
1211	00001 - 1180	2004	SCOOTER/MOTORCYCLE < 8500	GO 4	INTERCEPTOR II	Parking Enf - off street
1211	00001 - 1336	2014	SCOOTER/MOTORCYCLE < 8500	GOOD EARTH	FIREFLY	Parking - On Street
1211	00001 - 1337	2014	SCOOTER/MOTORCYCLE < 8500	GOOD EARTH	FIREFLY	Parking - On Street
1211	00001 - 1373	2017	SCOOTER/MOTORCYCLE < 8500	GO 4	SCOOTER	Parking - On Street
1211	00001 - 1374	2017	SCOOTER/MOTORCYCLE < 8500	GO 4	SCOOTER	Parking - On Street
1211	00001 - 1378	2018	SCOOTER/MOTORCYCLE < 8500	GO 4	IV SD SCOOTER	Parking - On Street
1211	00001 - 1384	2018	SCOOTER/MOTORCYCLE < 8500	GO 4	IV SD SCOOTER	Parking - On Street
Count of Vehicles for Class: 1211					8	

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1216	00001 - 4016	1998	LIGHT VEHICLE ALL TERRAIN < 8	JOHN DEERE	GATOR	GM CHEMICAL APPLICATION
1216	00001 - 4102	2014	LIGHT VEHICLE ALL TERRAIN < 8	KUBOTA	RTV X1100CWL-A	GSL IPM CONTROL
1216	00001 - 4062	2007	LIGHT VEHICLE ALL TERRAIN < 8	JOHN DEERE	GATOR TS	GM MARKERS/GRAVES
1216	00001 - 4063	2007	LIGHT VEHICLE ALL TERRAIN < 8	JOHN DEERE	GATOR TS	GM BALLFIELDS
1216	00001 - 4094	2012	LIGHT VEHICLE ALL TERRAIN < 8	KUBOTA	RTV1100 CWX-H	GSL IPM CONTROL
1216	00001 - 4095	2012	LIGHT VEHICLE ALL TERRAIN < 8	KUBOTA	RTV1100 CWX-H	GSL IPM CONTROL
Count of Vehicles for Class: 1216				6		
1320	00001 - 9526	2004	AUTOMOBILE COMPACT < 8500 (	HONDA	ACCORD	POLICE MISC VEHICLES - UN
1320	00001 - 9570	2007	AUTOMOBILE COMPACT < 8500 (	HONDA	ACCORD	POLICE MISC VEHICLES - UN
1320	00001 - 9571	2005	AUTOMOBILE COMPACT < 8500 (	Mercedes Benz	C230 Kompressor	POLICE MISC VEHICLES - UN
1320	00001 - 9574	2006	AUTOMOBILE COMPACT < 8500 (	HONDA	CIVIC	POLICE MISC VEHICLES - UN
1320	00001 - 9576	2004	AUTOMOBILE COMPACT < 8500 (	ACURA	MDX VAN	POLICE MISC VEHICLES - UN
1320	00001 - 1385	2018	AUTOMOBILE COMPACT < 8500 (	FORD	FUSION-HYBRID	SOLID WASTE
1320	00001 - 1388	2018	AUTOMOBILE COMPACT < 8500 (	FORD	FUSION-HYBRID	EQUIPMENT SERVICES
1320	00001 - 1110	2001	AUTOMOBILE COMPACT < 8500 (	TOYOTA PRIUS	HYBRD 4 DR	SOLID WASTE
Count of Vehicles for Class: 1320				8		
1322	00001 - 1187	2005	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1189	2005	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1190	2005	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1217	2006	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1218	2006	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1234	2007	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1251	2008	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA 9C1	POLICE
1322	00001 - 1282	2008	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA 9C1	POLICE
1322	00001 - 1387	2019	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1375	2018	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1376	2018	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1377	2018	POLICE ADMIN < 8500 GVW	FORD	FUSION	POLICE
1322	00001 - 1350	2016	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1351	2016	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1352	2016	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1353	2016	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1354	2016	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1355	2016	POLICE ADMIN < 8500 GVW	CHEVROLET	IMPALA	POLICE
1322	00001 - 1356	2016	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1357	2016	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1358	2016	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1359	2017	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1360	2017	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1362	2017	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1363	2017	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1364	2017	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1365	2017	POLICE ADMIN < 8500 GVW	FORD	TAURUS	POLICE
1322	00001 - 1366	2017	POLICE ADMIN < 8500 GVW	DODGE	CHARGER	POLICE
1322	00001 - 1367	2017	POLICE ADMIN < 8500 GVW	DODGE	CHARGER	POLICE
Count of Vehicles for Class: 1322				29		
1324	00001 - 1379	2018	POLICE DETECTIVE < 8500 GVW	DODGE	CHARGER	EQUIPMENT CAPITAL
1324	00001 - 1380	2018	POLICE DETECTIVE < 8500 GVW	DODGE	CHARGER	POLICE

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CLASS CODE	VEH_NUM	YEAR	CLASS DESCRIPTION	MAKE	MODEL	DEPT-NAME
1324	00001 - 1381	2018	POLICE DETECTIVE < 8500 GVW	DODGE	CHARGER	POLICE
1324	00001 - 1382	2018	POLICE DETECTIVE < 8500 GVW	DODGE	CHARGER	EQUIPMENT CAPITAL
1324	00001 - 1383	2018	POLICE DETECTIVE < 8500 GVW	DODGE	CHARGER	POLICE
1324	00001 - 1281	2008	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA 9C1	POLICE
1324	00001 - 1386	2019	POLICE DETECTIVE < 8500 GVW	DODGE	CHARGER	EQUIPMENT CAPITAL
1324	00001 - 1273	2008	POLICE DETECTIVE < 8500 GVW	FORD	CROWN VICTORIA	POLICE
1324	00001 - 1274	2008	POLICE DETECTIVE < 8500 GVW	FORD	CROWN VICTORIA	POLICE
1324	00001 - 1257	2008	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA 9C1	POLICE
1324	00001 - 1267	2008	POLICE DETECTIVE < 8500 GVW	FORD	CROWN VICTORIA	POLICE
1324	00001 - 1252	2008	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA 9C1	POLICE
1324	00001 - 1253	2008	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA 9C1	POLICE
1324	00001 - 1254	2008	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA 9C1	POLICE
1324	00001 - 1255	2008	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA 9C1	POLICE
1324	00001 - 1235	2007	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA	POLICE
1324	00001 - 1220	2006	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA	POLICE
1324	00001 - 1193	2005	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA	POLICE
1324	00001 - 1214	2006	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA	POLICE
1324	00001 - 1215	2006	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA	POLICE
1324	00001 - 1181	2005	POLICE DETECTIVE < 8500 GVW	CHEVROLET	IMPALA	POLICE
Count of Vehicles for Class: 1324				21		
1325	00001 - 1272	2008	POLICE UNMARKED PATROL	FORD	CROWN VICTORIA	POLICE
1325	00001 - 2279	2017	POLICE UNMARKED PATROL	FORD	INTERCEPTOR PPV	POLICE
1325	00001 - 2280	2017	POLICE UNMARKED PATROL	FORD	INTERCEPTOR PPV	POLICE
1325	00001 - 2281	2017	POLICE UNMARKED PATROL	FORD	INTERCEPTOR PPV	POLICE
Count of Vehicles for Class: 1325				4		
1326	00001 - 1347	2016	POLICE SPECIALTY PATROL	CHEVROLET	IMPALA	POLICE
1326	00001 - 1348	2016	POLICE SPECIALTY PATROL	CHEVROLET	IMPALA	POLICE
1326	00001 - 1349	2015	POLICE SPECIALTY PATROL	CHEVROLET	IMPALA	POLICE
1326	00001 - 1368	2017	POLICE SPECIALTY PATROL	DODGE	CHARGER	POLICE
1326	00001 - 1369	2017	POLICE SPECIALTY PATROL	DODGE	CHARGER	POLICE
1326	00001 - 1370	2017	POLICE SPECIALTY PATROL	DODGE	CHARGER	POLICE
1326	00001 - 1371	2017	POLICE SPECIALTY PATROL	DODGE	CHARGER	POLICE
1326	00001 - 1372	2017	POLICE SPECIALTY PATROL	DODGE	CHARGER	POLICE
1326	00001 - 1230	2007	POLICE SPECIALTY PATROL	FORD	CROWN VIC	POLICE MISC VEHICLES - UN
Count of Vehicles for Class: 1326				9		
1330	00001 - 1224	2007	POLICE MARKED PATROL < 8500	FORD	CROWN VIC	POLICE
1330	00001 - 1229	2007	POLICE MARKED PATROL < 8500	FORD	CROWN VIC	POLICE MISC VEHICLES - UN
1330	00001 - 1239	2007	POLICE MARKED PATROL < 8500	FORD	CROWN VIC	POLICE
1330	00001 - 1269	2008	POLICE MARKED PATROL < 8500	FORD	CROWN VICTORIA	POLICE MISC VEHICLES - UN
1330	00001 - 1270	2008	POLICE MARKED PATROL < 8500	FORD	CROWN VICTORIA	POLICE
1330	00001 - 1271	2008	POLICE MARKED PATROL < 8500	FORD	CROWN VICTORIA	POLICE MISC VEHICLES - UN
1330	00001 - 1286	2009	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1288	2009	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1293	2010	POLICE MARKED PATROL < 8500	FORD	CROWN VICTORIA	POLICE
1330	00001 - 1296	2010	POLICE MARKED PATROL < 8500	FORD	CROWN VICTORIA	POLICE
1330	00001 - 1265	2008	POLICE MARKED PATROL < 8500	FORD	CROWN VICTORIA	POLICE
1330	00001 - 1338	2014	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1339	2014	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE

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1330	00001 - 1340	2014	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1341	2014	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1342	2014	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1343	2014	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1344	2014	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1345	2014	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1346	2014	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1308	2012	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1310	2012	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1314	2012	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1316	2012	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1318	2012	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1319	2012	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1322	2012	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1323	2012	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1324	2012	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1327	2013	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1328	2013	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1329	2013	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1330	2013	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 1331	2013	POLICE MARKED PATROL < 8500	DODGE	CHARGER	POLICE
1330	00001 - 2174	2013	POLICE MARKED PATROL < 8500	CHEVROLET	TAHOE	POLICE
1330	00001 - 2175	2013	POLICE MARKED PATROL < 8500	CHEVROLET	TAHOE	POLICE
1330	00001 - 2176	2013	POLICE MARKED PATROL < 8500	CHEVROLET	TAHOE	POLICE
1330	00001 - 2177	2013	POLICE MARKED PATROL < 8500	CHEVROLET	TAHOE	POLICE
1330	00001 - 2282	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2283	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2284	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2285	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2286	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2287	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2288	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2289	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2290	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2291	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2292	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2293	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2294	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2295	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2296	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2297	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2298	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2317	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2318	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2319	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2320	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2321	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2322	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2324	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2325	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2326	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL

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1330	00001 - 2327	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2313	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2314	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2331	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2340	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2342	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2343	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2345	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2346	2018	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1330	00001 - 2191	2015	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2192	2015	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2193	2015	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2194	2015	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2195	2015	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2196	2015	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2197	2016	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2217	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2218	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2219	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2220	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2221	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2232	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2233	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2234	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2235	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2236	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2237	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2238	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2239	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2240	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2241	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2242	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2243	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2244	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2245	2017	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	POLICE
1330	00001 - 2247	2017	POLICE MARKED PATROL < 8500	CHEVROLET	SUBURBAN	POLICE
1330	00001 - 2362	2019	POLICE MARKED PATROL < 8500	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
Count of Vehicles for Class: 1330				101		
1332	00001 - 1332	2014	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA	POLICE
1332	00001 - 1333	2014	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA	POLICE
1332	00001 - 1334	2014	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA	POLICE
1332	00001 - 1335	2014	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA	POLICE
1332	00001 - 1278	2008	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA FFV	SURFACE WATER MGMT.
1332	00001 - 1247	2007	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	MALIBU LS	EQUIPMENT SERVICES
1332	00001 - 1236	2007	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA	EQUIPMENT SERVICES
1332	00001 - 1231	2007	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA	TRNS DEV REVIEW
1332	00001 - 1233	2007	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	MALIBU	CONSTRUCTION
1332	00001 - 1095	2000	AUTOMOBILE SEDAN < 8500 GV	FORD	TAURUS	INFORMATION TECHNOLOGY
1332	00001 - 1101	2000	AUTOMOBILE SEDAN < 8500 GV	FORD	TAURUS	ADMIN RECREATION
1332	00001 - 1199	2005	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA	EQUIPMENT SERVICES

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1332	00001 - 1209	2006	AUTOMOBILE SEDAN < 8500 GV	FORD	TAURUS FFV	EQUIPMENT SERVICES
1332	00001 - 1211	2006	AUTOMOBILE SEDAN < 8500 GV	FORD	TAURUS FFV	EQUIPMENT SERVICES
1332	00001 - 1112	2001	AUTOMOBILE SEDAN < 8500 GV	FORD	TAURUS	WASTE WATER - ADMIN
1332	00001 - 1122	2002	AUTOMOBILE SEDAN < 8500 GV	FORD	TAURUS FFV	INFORMATION TECHNOLOGY
1332	00001 - 1143	2003	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA	EQUIPMENT SERVICES
1332	00001 - 1145	2003	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA	EQUIPMENT SERVICES
1332	00001 - 1147	2003	AUTOMOBILE SEDAN < 8500 GV	CHEVROLET	IMPALA	EQUIPMENT SERVICES
1332	00001 - 1062	1998	AUTOMOBILE SEDAN < 8500 GV	FORD	TAURUS	LAW
Count of Vehicles for Class: 1332				20		
1338	00001 - 1194	2005	POLICE MARKED SPECIALTY < 8	CHEVROLET	IMPALA	POLICE
1338	00001 - 1258	2008	POLICE MARKED SPECIALTY < 8	FORD	CROWN VICTORIA	POLICE
1338	00001 - 1262	2008	POLICE MARKED SPECIALTY < 8	FORD	CROWN VICTORIA	POLICE
1338	00001 - 1264	2008	POLICE MARKED SPECIALTY < 8	FORD	CROWN VICTORIA	POLICE
1338	00001 - 1266	2008	POLICE MARKED SPECIALTY < 8	FORD	CROWN VICTORIA	POLICE
Count of Vehicles for Class: 1338				5		
1348	00001 - 1297	2011	POLICE SPECIALTY	FORD	CROWN VICTORIA	POLICE
1348	00001 - 1298	2011	POLICE SPECIALTY	FORD	CROWN VICTORIA	POLICE
1348	00001 - 1299	2011	POLICE SPECIALTY	FORD	CROWN VICTORIA	POLICE
1348	00001 - 1301	2011	POLICE SPECIALTY	FORD	CROWN VICTORIA	POLICE
1348	00001 - 1302	2011	POLICE SPECIALTY	FORD	CROWN VICTORIA	POLICE
1348	00001 - 1303	2011	POLICE SPECIALTY	FORD	CROWN VICTORIA	POLICE
1348	00001 - 1304	2011	POLICE SPECIALTY	FORD	CROWN VICTORIA	POLICE
1348	00001 - 1221	2006	POLICE SPECIALTY	CHEVROLET	IMPALA	POLICE
1348	00001 - 1219	2006	POLICE SPECIALTY	CHEVROLET	IMPALA	POLICE
1348	00001 - 1248	2007	POLICE SPECIALTY	CHEVROLET	IMPALA 9C1	POLICE
1348	00001 - 1256	2008	POLICE SPECIALTY	CHEVROLET	IMPALA 9C1	POLICE
1348	00001 - 1105	2001	POLICE SPECIALTY	FORD	CROWN VICTORIA	POLICE MISC VEHICLES - UN
1348	00001 - 1079	1999	POLICE SPECIALTY	FORD	TAURUS	POLICE MISC VEHICLES - UN
1348	00001 - 1159	2004	POLICE SPECIALTY	FORD	CROWN VICTORIA	POLICE MISC VEHICLES - UN
1348	00001 - 1161	2004	POLICE SPECIALTY	FORD	CROWN VICTORIA	POLICE MISC VEHICLES - UN
1348	00001 - 2332	2018	POLICE SPECIALTY	FORD	INTERCEPTOR PPV	EQUIPMENT CAPITAL
1348	00001 - 2264	2017	POLICE SPECIALTY	FORD	EXPLORER	POLICE
Count of Vehicles for Class: 1348				17		
1418	00001 - 2265	2017	VAN < 8500 GVW	DODGE	PROMASTER CITY	POLICE
1418	00001 - 2266	2017	VAN < 8500 GVW	DODGE	PROMASTER CITY	POLICE
1418	00001 - 2306	2018	VAN < 8500 GVW	FORD	TRANSIT CONNECT	UTILITIES INSPECTION
1418	00001 - 2309	2018	VAN < 8500 GVW	FORD	CONNECT 7 PSSGR	ADMIN RECREATION
1418	00001 - 2310	2017	VAN < 8500 GVW	FORD	TRANSIT CONNECT	INFORMATION TECHNOLOGY
1418	00001 - 2323	2018	VAN < 8500 GVW	FORD	TRANSIT CONNECT	COMMUNICATIONS - CMO
1418	00001 - 2350	2019	VAN < 8500 GVW	FORD	TRANSIT CONNECT	EQUIPMENT CAPITAL
1418	00001 - 2351	2019	VAN < 8500 GVW	FORD	TRANSIT CONNECT	EQUIPMENT CAPITAL
1418	00001 - 2352	2019	VAN < 8500 GVW	FORD	TRANSIT CONNECT	EQUIPMENT CAPITAL
1418	00001 - 2353	2019	VAN < 8500 GVW	FORD	TRANSIT CONNECT	EQUIPMENT CAPITAL
1418	00001 - 2344	2019	VAN < 8500 GVW	FORD	TRANSIT CONNECT	CVTV
1418	00001 - 2255	2017	VAN < 8500 GVW	FORD	TRANSIT CONNECT	UTILITIES INSPECTION
1418	00001 - 2246	2017	VAN < 8500 GVW	DODGE	GRAND CARAVAN	POLICE
1418	00001 - 2223	2016	VAN < 8500 GVW	FORD	TRANSIT CONNECT	UTILITIES INSPECTION
1418	00001 - 2198	2015	VAN < 8500 GVW	FORD	TRANSIT CONNECT	UTILITIES INSPECTION

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1418	00001 - 2199	2015	VAN < 8500 GVW	FORD	TRANSIT CONNECT	UTILITIES INSPECTION
1418	00001 - 2359	2019	VAN < 8500 GVW	FORD	TRANSIT CONNECT	EQUIPMENT CAPITAL
1418	00001 - 2360	2019	VAN < 8500 GVW	FORD	TRANSIT CONNECT	EQUIPMENT CAPITAL
1418	00001 - 2361	2019	VAN < 8500 GVW	FORD	TRANSIT CONNECT	EQUIPMENT CAPITAL
1418	00001 - 3150	2011	VAN < 8500 GVW	MERCEDES BENZ	SPRINTER VAN	POLICE
1418	00001 - 2017	1997	VAN < 8500 GVW	CHEVROLET	ASTRO	INFORMATION TECHNOLOGY
1418	00001 - 2158	2010	VAN < 8500 GVW	CHRYSLER	TOUR VAN	POLICE MISC VEHICLES - UN
1418	00001 - 2141	2008	VAN < 8500 GVW	CHEVROLET	UPLANDER	WREC
1418	00001 - 2143	2008	VAN < 8500 GVW	DODGE	GRAND CARAVAN	POLICE
1418	00001 - 2145	2008	VAN < 8500 GVW	CHEVROLET	UPLANDER	On Street Parking Maint
1418	00001 - 2146	2008	VAN < 8500 GVW	DODGE	GRAND CARAVAN	POLICE
1418	00001 - 2147	2009	VAN < 8500 GVW	DODGE	GRAND CARAVAN	POLICE
1418	00001 - 2148	1995	VAN < 8500 GVW	GMC	G10	CVTV
1418	00001 - 2056	1999	VAN < 8500 GVW	DODGE	RAM 1500 VAN	POLICE
1418	00001 - 2092	2005	VAN < 8500 GVW	DODGE	GRAND CARAVAN	ADMIN RECREATION
Count of Vehicles for Class: 1418				30		
1421	00001 - 0284	1991	VAN CARGO STANDARD < 8500 C	GMC	G2500	ADMIN RECREATION
Count of Vehicles for Class: 1421				1		
1512	00001 - 2093	2005	PICKUP COMPACT < 8500 GVW	FORD	RANGER SUPERCAB	PAVEMENT MANAGEMENT
1512	00001 - 2096	2005	PICKUP COMPACT < 8500 GVW	FORD	RANGER SUPERCAB	WATER
1512	00001 - 2097	2005	PICKUP COMPACT < 8500 GVW	FORD	RANGER SUPERCAB	CONSTRUCTION
1512	00001 - 2098	2005	PICKUP COMPACT < 8500 GVW	FORD	RANGER SUPERCAB	Drainage - Urban Forestry
1512	00001 - 2101	2005	PICKUP COMPACT < 8500 GVW	FORD	RANGER SUPERCAB	DRS BUILDING FUND
1512	00001 - 2103	2005	PICKUP COMPACT < 8500 GVW	FORD	RANGER SUPERCAB	EQUIPMENT SERVICES
1512	00001 - 2071	2001	PICKUP COMPACT < 8500 GVW	GMC	SONOMA	EQUIPMENT SERVICES
1512	00001 - 2033	1998	PICKUP COMPACT < 8500 GVW	FORD	RANGER	UTILITIES INSPECTION
1512	00001 - 2080	2003	PICKUP COMPACT < 8500 GVW	CHEVROLET	S-10 PICKUP	POLICE
1512	00001 - 2081	2003	PICKUP COMPACT < 8500 GVW	CHEVROLET	S-10 PICKUP	POLICE
1512	00001 - 2082	2003	PICKUP COMPACT < 8500 GVW	CHEVROLET	S10	EQUIPMENT SERVICES
1512	00001 - 2106	2006	PICKUP COMPACT < 8500 GVW	FORD	RANGER SUPERCAB	EQUIPMENT SERVICES
1512	00001 - 2114	2006	PICKUP COMPACT < 8500 GVW	FORD	RANGER SUPERCAB	SURFACE WATER MGMT.
1512	00001 - 2132	2008	PICKUP COMPACT < 8500 GVW	FORD	RANGER SC 4X2	EQUIPMENT SERVICES
1512	00001 - 2133	2008	PICKUP COMPACT < 8500 GVW	FORD	RANGER SC 4X2	GSL RESTORATION
1512	00001 - 2134	2006	PICKUP COMPACT < 8500 GVW	MIGHT-E TRUCK	JR	EQUIPMENT SERVICES
1512	00001 - 2151	2009	PICKUP COMPACT < 8500 GVW	CHEVROLET	COLORADO	UTILITIES INSPECTION
1512	00001 - 2137	2008	PICKUP COMPACT < 8500 GVW	FORD	RANGER EXT CAB	SOLID WASTE
1512	00001 - 2138	2008	PICKUP COMPACT < 8500 GVW	FORD	RANGER EXT CAB	EQUIPMENT SERVICES
1512	00001 - 2159	2011	PICKUP COMPACT < 8500 GVW	FORD	RANGER	UTILITIES INSPECTION
1512	00001 - 2162	2011	PICKUP COMPACT < 8500 GVW	FORD	RANGER	FACILITIES MAINTENANCE
Count of Vehicles for Class: 1512				21		
1522	00001 - 2076	2001	PICKUP 1/2 TON < 8500 GVW	CHEVROLET	1/2 TON	FACILITIES MAINTENANCE
1522	00001 - 2153	2009	PICKUP 1/2 TON < 8500 GVW	FORD	F150 EXT CAB	CONSTRUCTION
1522	00001 - 2154	2009	PICKUP 1/2 TON < 8500 GVW	FORD	F150 EXT CAB	CONSTRUCTION
1522	00001 - 2156	2010	PICKUP 1/2 TON < 8500 GVW	FORD	F150 EXT CAB	CONSTRUCTION
1522	00001 - 2157	2010	PICKUP 1/2 TON < 8500 GVW	FORD	F150 EXT CAB4X2	AIRPARK
1522	00001 - 2135	2008	PICKUP 1/2 TON < 8500 GVW	CHEVROLET	1500 4X4	EQUIPMENT SERVICES
1522	00001 - 2136	2008	PICKUP 1/2 TON < 8500 GVW	CHEVROLET	1500 4X4	CONSTRUCTION
1522	00001 - 2120	2006	PICKUP 1/2 TON < 8500 GVW	CHEVROLET	K15 4X4	GSL IPM CONTROL

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1522	00001 - 2121	2007	PICKUP 1/2 TON < 8500 GVW	CHEVROLET	K15 4X4	GSL ADMINISTRATION
1522	00001 - 2049	2000	PICKUP 1/2 TON < 8500 GVW	CHEVROLET	SILVERADO	PAVEMENT MANAGEMENT
1522	00001 - 2018	1997	PICKUP 1/2 TON < 8500 GVW	CHEVROLET	K15	WATER DISTRIBUTION
1522	00001 - 2019	1997	PICKUP 1/2 TON < 8500 GVW	CHEVROLET	K15	VOLUNTEER COOR
1522	00001 - 0308	1995	PICKUP 1/2 TON < 8500 GVW	FORD	F150	WREC
1522	00001 - 2316	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT CAB	CONSTRUCTION
1522	00001 - 2182	2013	PICKUP 1/2 TON < 8500 GVW	FORD	F150 EXT	WATER QUALITY ADMIN
1522	00001 - 2183	2013	PICKUP 1/2 TON < 8500 GVW	FORD	F150 EXT	STORM MAPPING/LOCATE
1522	00001 - 2222	2016	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 SHORT BED	CONSTRUCTION
1522	00001 - 2224	2016	PICKUP 1/2 TON < 8500 GVW	FORD	F-150	STORM WATER-ADMIN
1522	00001 - 2201	2015	PICKUP 1/2 TON < 8500 GVW	FORD	F150 EXT CAB4X2	CONSTRUCTION
1522	00001 - 2228	2017	PICKUP 1/2 TON < 8500 GVW	FORD	F-150	POLICE
1522	00001 - 2252	2017	PICKUP 1/2 TON < 8500 GVW	FORD	F-150	PAVEMENT MGMT
1522	00001 - 2253	2017	PICKUP 1/2 TON < 8500 GVW	FORD	F-150	WATER QUALITY ADMIN
1522	00001 - 2254	2017	PICKUP 1/2 TON < 8500 GVW	FORD	F-150	UTLITY LOCATES
1522	00001 - 2341	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT 4X4	EQUIPMENT CAPITAL
1522	00001 - 2338	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT CAB	WATER DISTRIBUTION
1522	00001 - 2347	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT 4X2	EQUIPMENT CAPITAL
1522	00001 - 2348	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT 4X2	EQUIPMENT CAPITAL
1522	00001 - 2329	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT CAB	CONSTRUCTION
1522	00001 - 2330	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT CAB	CONSTRUCTION
1522	00001 - 2307	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 REG CAB	GM MARKERS/GRAVES
1522	00001 - 2277	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 4X2	TRAFFIC ENGINEERING
1522	00001 - 2267	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 4X2	CONSTRUCTION
1522	00001 - 2268	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 4x2	CONSTRUCTION
1522	00001 - 2299	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT CAB	UTLITY LOCATES
1522	00001 - 2300	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT CAB	UTLITY LOCATES
1522	00001 - 2301	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT CAB	UTLITY LOCATES
1522	00001 - 2302	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT CAB	UTLITY LOCATES
1522	00001 - 2303	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT CAB	STREET INIT SIDEWALK RPR
1522	00001 - 2304	2018	PICKUP 1/2 TON < 8500 GVW	FORD	F-150 EXT W/ECO	WATER QUALITY ADMIN
1522	00001 - 9577	2013	PICKUP 1/2 TON < 8500 GVW	DODGE	1500	POLICE MISC VEHICLES - UN
Count of Vehicles for Class: 1522				40		
1531	00001 - 2349	2019	PICKUP 3/4 TON < 8500 GVW	FORD	F-250 4X4	EQUIPMENT CAPITAL
1531	00001 - 2203	2016	PICKUP 3/4 TON < 8500 GVW	FORD	F250 4WD	Drainage - Urban Forestry
1531	00001 - 2204	2016	PICKUP 3/4 TON < 8500 GVW	FORD	F250 2WD EXT	CONSTRUCTION
1531	00001 - 2209	2016	PICKUP 3/4 TON < 8500 GVW	FORD	F250 EXT	STREET INITIATIVE-IRRIG
1531	00001 - 2210	2016	PICKUP 3/4 TON < 8500 GVW	FORD	F250 EXT XL	Street Init landscape
1531	00001 - 2211	2016	PICKUP 3/4 TON < 8500 GVW	FORD	F250 EXT 4WD	STORM WATER-ADMIN
1531	00001 - 2200	2015	PICKUP 3/4 TON < 8500 GVW	FORD	F250 EXT	GM LANDSCAPE
1531	00001 - 2357	2019	PICKUP 3/4 TON < 8500 GVW	FORD	F-250 4X4 EXT	EQUIPMENT CAPITAL
1531	00001 - 2358	2019	PICKUP 3/4 TON < 8500 GVW	FORD	F-250 4X4 EXT	EQUIPMENT CAPITAL
1531	00001 - 2140	2008	PICKUP 3/4 TON < 8500 GVW	FORD	F250 EXT CAB	WATER PUMPS PROD.
1531	00001 - 2172	2012	PICKUP 3/4 TON < 8500 GVW	FORD	F250 EXT 4X4	STREET PATCHING & PAVING
Count of Vehicles for Class: 1531				11		
1612	00001 - 2169	2012	SPORT UTILITY COMPACT < 8500 GVW	FORD	ESCAPE 4WD	DRS BUILDING FUND
1612	00001 - 2178	2014	SPORT UTILITY COMPACT < 8500 GVW	FORD	ESCAPE	DRS GENERAL FUND
1612	00001 - 2179	2014	SPORT UTILITY COMPACT < 8500 GVW	FORD	ESCAPE	DRS BUILDING FUND
1612	00001 - 2181	2014	SPORT UTILITY COMPACT < 8500 GVW	FORD	ESCAPE	DRS BUILDING FUND

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1612	00001 - 2184	2014	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE	Parking - On Street
1612	00001 - 2185	2014	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE	DRS BUILDING FUND
1612	00001 - 2186	2015	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE	DRS BUILDING FUND
1612	00001 - 2187	2015	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE	WASTE WATER - ADMIN
1612	00001 - 2188	2015	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE	SAFETY
1612	00001 - 2189	2015	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE	EQUIPMENT SERVICES
1612	00001 - 2212	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	WATER QUALITY ADMIN
1612	00001 - 2213	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	WATER QUALITY ADMIN
1612	00001 - 2214	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	TRNS STREET DESIGN
1612	00001 - 2205	2016	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE 4WD	SURFACE WATER MGMT.
1612	00001 - 2206	2016	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	WASTE WATER - ADMIN
1612	00001 - 2207	2016	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE	DRS BUILDING FUND
1612	00001 - 2208	2016	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE- FWD	DRS BUILDING FUND
1612	00001 - 2230	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	DRS BUILDING FUND
1612	00001 - 2231	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	DRS BUILDING FUND
1612	00001 - 2248	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	DRS GENERAL FUND
1612	00001 - 2249	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	DRS GENERAL FUND
1612	00001 - 2250	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	FACILITIES MGMT
1612	00001 - 2256	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE AWD	SURFACE WATER MGMT.
1612	00001 - 2257	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	FACILITIES MGMT
1612	00001 - 2258	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	DRS GENERAL FUND
1612	00001 - 2259	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	FACILITIES MAINTENANCE
1612	00001 - 2260	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	SEWER ENGINEERING
1612	00001 - 2261	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	WATER ENGINEERING
1612	00001 - 2262	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	TRAFFIC ENGINEERING
1612	00001 - 2263	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	DRS BUILDING FUND
1612	00001 - 2226	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	WATER PUMPS PROD.
1612	00001 - 2227	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	WREC
1612	00001 - 2354	2018	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	LAW
1612	00001 - 2355	2018	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	WASTE WATER - ADMIN
1612	00001 - 2356	2018	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	EQUIPMENT SERVICES
1612	00001 - 2339	2018	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	PAVEMENT MANAGEMENT
1612	00001 - 2335	2018	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE AWD	UTILITIES INSPECTION
1612	00001 - 2336	2018	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	DRS BUILDING FUND
1612	00001 - 2337	2018	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	DRS BUILDING FUND
1612	00001 - 2333	2018	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	STORM WATER-ADMIN
1612	00001 - 2269	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	DRS BUILDING FUND
1612	00001 - 2270	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	CVTV
1612	00001 - 2271	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	WASTE WATER COLLECTION
1612	00001 - 2272	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	DRS BUILDING FUND
1612	00001 - 2273	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	WASTE WATER COLLECTION
1612	00001 - 2274	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE AWD	CONSTRUCTION
1612	00001 - 2275	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE AWD	CONSTRUCTION
1612	00001 - 2276	2017	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE AWD	CONSTRUCTION
1612	00001 - 2311	2018	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	FACILITIES MGMT
1612	00001 - 2312	2018	SPORT UTILITY COMPACT < 850L	FORD	ESCAPE FWD	MAIL ROOM
Count of Vehicles for Class: 1612				50		

1623	00001 - 2072	2001	SPORT UTILITY 1/2 TON 6 PASS. CHEVROLET4x4	S10 BLAZER	INFORMATION TECHNOLOGY
Count of Vehicles for Class: 1623				1	

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1633	00001 - 2122	2007	SPORT UTILITY 3/4 TON 6 PASS.	JEEP	COMMANDER 4X4	CONSTRUCTION
1633	00001 - 2107	2006	SPORT UTILITY 3/4 TON 6 PASS.	CHEVROLET	TAHOE 4X4	POLICE
1633	00001 - 2108	2006	SPORT UTILITY 3/4 TON 6 PASS.	FORD	EXPEDITION SSV	POLICE
1633	00001 - 9555	2007	SPORT UTILITY 3/4 TON 6 PASS.	CHEVROLET	TAHOE	POLICE MISC VEHICLES - UN
1633	00001 - 9556	2001	SPORT UTILITY 3/4 TON 6 PASS.	LINCOLN	NAVIGATOR	POLICE MISC VEHICLES - UN
1633	00001 - 9559	2002	SPORT UTILITY 3/4 TON 6 PASS.	GMC	YUKON	POLICE MISC VEHICLES - UN
Count of Vehicles for Class: 1633				6		
2410	00001 - 2104	2005	VAN WINDOW 8501 - 10,000 GVW	CHEVROLET	EXPRESS	FACILITIES MAINTENANCE
2410	00001 - 2105	2005	VAN WINDOW 8501 - 10,000 GVW	CHEVROLET	EXPRESS 2500	FACILITIES MAINTENANCE
2410	00001 - 2129	2007	VAN WINDOW 8501 - 10,000 GVW	CHEVROLET	EXPRESS 2500	FACILITIES MAINTENANCE
2410	00001 - 3171	2017	VAN WINDOW 8501 - 10,000 GVW	FORD	TRANSIT CARGO	TRAFFIC SIGNALS
Count of Vehicles for Class: 2410				4		
2413	00001 - 2305	2018	VAN WINDOW SHUTTLE 8501 - 1	FORD	TRANSIT PASSENG	ADMIN RECREATION
2413	00001 - 2315	2018	VAN WINDOW SHUTTLE 8501 - 1	FORD	TRANSIT PASSENG	ADMIN RECREATION
2413	00001 - 2328	2018	VAN WINDOW SHUTTLE 8501 - 1	FORD	TRANSIT PASSENG	ADMIN RECREATION
Count of Vehicles for Class: 2413				3		
2420	00001 - 2278	2017	VAN CARGO 8501- 10,000 GVW	FORD	TRANSIT CARGO	SPECIAL EVENTS
2420	00001 - 2202	2016	VAN CARGO 8501- 10,000 GVW	FORD	TRANSIT CARGO	CVTV
2420	00001 - 3180	2019	VAN CARGO 8501- 10,000 GVW	FORD	TRANSIT T35	FACILITIES MAINTENANCE
2420	00001 - 3184	2019	VAN CARGO 8501- 10,000 GVW	FORD	TRANSIT T25	EQUIPMENT CAPITAL
Count of Vehicles for Class: 2420				4		
2421	00001 - 2089	2004	VAN CARGO STANDARD 8501 - 1	CHEVROLET	G2500 EXPRESS	CONSTRUCTION
Count of Vehicles for Class: 2421				1		
2422	00001 - 3174	2017	VAN 8501 - 10,000 GVW	FORD	TRANSIT CARGO	FACILITIES MAINTENANCE
2422	00001 - 3175	2017	VAN 8501 - 10,000 GVW	FORD	TRANSIT CARGO	FACILITIES MAINTENANCE
2422	00001 - 3166	2016	VAN 8501 - 10,000 GVW	FREIGHTLINER	SPRINTER	Water - SCADA
2422	00001 - 3167	2016	VAN 8501 - 10,000 GVW	FREIGHTLINER	SPRINTER	STREET INITIATIVE-IRRIG
2422	00001 - 3168	2016	VAN 8501 - 10,000 GVW	FREIGHTLINER	SPRINTER	GM IRRIGATION
2422	00001 - 3015	1997	VAN 8501 - 10,000 GVW	CHEVROLET	STEPVAN	WATER DISTRIBUTION
2422	00001 - 3016	1997	VAN 8501 - 10,000 GVW	CHEVROLET	STEPVAN	WASTE WATER COLLECTION
2422	00001 - 3055	2001	VAN 8501 - 10,000 GVW	WORKHORSE	P31042	FACILITIES MAINTENANCE
2422	00001 - 3056	2001	VAN 8501 - 10,000 GVW	WORKHORSE	P31042	FACILITIES MAINTENANCE
2422	00001 - 3058	2001	VAN 8501 - 10,000 GVW	WORKHORSE	P31042	STREET TRAFFIC CONTROL
2422	00001 - 3092	2005	VAN 8501 - 10,000 GVW	WORKHORSE	FT1261 - GMC	TRAFFIC SIGNS & STRIPPING
2422	00001 - 3099	2005	VAN 8501 - 10,000 GVW	WORKHORSE	FT1261	FACILITIES MAINTENANCE
2422	00001 - 3100	2005	VAN 8501 - 10,000 GVW	WORKHORSE	FT1261	POLICE
2422	00001 - 3103	2006	VAN 8501 - 10,000 GVW	DODGE	SPRINTER	WATER PUMPS PROD.
2422	00001 - 3104	2006	VAN 8501 - 10,000 GVW	DODGE	SPRINTER	WATER PUMPS PROD.
Count of Vehicles for Class: 2422				15		
2425	00001 - 3065	2003	Van- 1 ton-Ambulance/Command C	FORD Command	F350 4X4	POLICE
Count of Vehicles for Class: 2425				1		
2512	00001 - 3086	2005	PICKUP 8501 - 10,000	FORD	F250 EXT.	WATER DISTRIBUTION
2512	00001 - 3087	2005	PICKUP 8501 - 10,000	FORD	F250 EXT	WASTE WATER COLLECTION
2512	00001 - 3088	2005	PICKUP 8501 - 10,000	FORD	F250 SC 4X4	WASTE WATER COLLECTION

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2512	00001 - 3089	2005	PICKUP 8501 - 10,000	FORD	F250 EXT-4X4	WATER PROD. TREATMENT
2512	00001 - 2225	2016	PICKUP 8501 - 10,000	FORD	F-250 EXT CAB	WATER PROD. TREATMENT
2512	00001 - 2229	2017	PICKUP 8501 - 10,000	FORD	F-250 EXT CAB	GM BALLFIELDS
2512	00001 - 2215	2016	PICKUP 8501 - 10,000	FORD	F-250 CREW CAB	GROUND'S MOWING
2512	00001 - 2308	2018	PICKUP 8501 - 10,000	FORD	F-250 REG CAB	GM MARKERS/GRAVES
2512	00001 - 2334	2019	PICKUP 8501 - 10,000	FORD	F250 EXT 4X2	GROUND'S MOWING
2512	00001 - 2139	2008	PICKUP 8501 - 10,000	FORD	F250 EXT CAB	GROUND'S MOWING
2512	00001 - 2144	2008	PICKUP 8501 - 10,000	FORD	F250 EXT CAB4x4	STORM WATER-ADMIN
2512	00001 - 2170	2012	PICKUP 8501 - 10,000	FORD	F250 EXT CAB	CONSTRUCTION
2512	00001 - 2171	2012	PICKUP 8501 - 10,000	FORD	F250 EXT CAB	TRAFFIC SIGNALS
2512	00001 - 2173	2012	PICKUP 8501 - 10,000	FORD	F250 EXT 4X4	STORM WATER-ADMIN
2512	00001 - 2161	2011	PICKUP 8501 - 10,000	FORD	F250 EXT CAB4X2	TRAFFIC SIGNS & STRIPPING
2512	00001 - 2164	2011	PICKUP 8501 - 10,000	FORD	F250 EXT CAB	UTILITIES INSPECTION
2512	00001 - 2165	2012	PICKUP 8501 - 10,000	FORD	F250	Drainage - Urban Forestry
2512	00001 - 2167	2012	PICKUP 8501 - 10,000	FORD	F250 EXT CAB	GROUND'S ADMIN
2512	00001 - 2168	2012	PICKUP 8501 - 10,000	FORD	F350 EXT 4X4	WATER PROD. MAINT.
2512	00001 - 2109	2006	PICKUP 8501 - 10,000	FORD	F250 SC 4X2	WASTE WATER COLLECTION
2512	00001 - 2110	2006	PICKUP 8501 - 10,000	FORD	F250 SC 4X4	WASTE WATER COLLECTION
2512	00001 - 2111	2006	PICKUP 8501 - 10,000	FORD	F250 SC 4X4	STORM WATER-ADMIN
2512	00001 - 2112	2006	PICKUP 8501 - 10,000	FORD	F250 SC 4X4	WASTE WATER COLLECTION
2512	00001 - 2116	2006	PICKUP 8501 - 10,000	FORD	F250 SC U-Dump	GM LANDSCAPE
2512	00001 - 2117	2006	PICKUP 8501 - 10,000	FORD	F250 SC	GM LANDSCAPE
2512	00001 - 2118	2006	PICKUP 8501 - 10,000	FORD	F250 SC	STREET ALLEY & SHOULDER
2512	00001 - 2119	2006	PICKUP 8501 - 10,000	FORD	F250 CC	GROUND'S MOWING
2512	00001 - 2123	2008	PICKUP 8501 - 10,000	FORD	F250 SC 4X4	GSL RESTORATION
2512	00001 - 2124	2008	PICKUP 8501 - 10,000	FORD	F250 SC 4X4	GSL RESTORATION
2512	00001 - 2125	2008	PICKUP 8501 - 10,000	FORD	F250 SC 4X4	GSL RESTORATION
2512	00001 - 2030	1997	PICKUP 8501 - 10,000	FORD	F250	STORM WATER-ADMIN
Count of Vehicles for Class: 2512				31		
2513	00001 - 2216	2016	PICKUP 1 TON 8501 - 10,000 GVM	FORD	F350 4X2 CREW	POLICE
2513	00001 - 3102	2006	PICKUP 1 TON 8501 - 10,000 GVM	FORD	F350 CREW	GROUND'S MOWING
2513	00001 - 3004	1996	PICKUP 1 TON 8501 - 10,000 GVM	FORD	F350 -4X4	STORM WATER-ADMIN
2513	00001 - 3178	2018	PICKUP 1 TON 8501 - 10,000 GVM	FORD	F350 4X4 EXT	GSL RESTORATION
Count of Vehicles for Class: 2513				4		
2514	00001 - 3185	2019	PICKUP 1 TON UTILITY BODY 85C	FORD	F350 CREW CAB	EQUIPMENT CAPITAL
2514	00001 - 3101	2006	PICKUP 1 TON UTILITY BODY 85C	FORD	F350SC	WATER PROD. MAINT.
2514	00001 - 3090	2005	PICKUP 1 TON UTILITY BODY 85C	FORD	F350 SC 4X4	WASTE WATER COLLECTION
2514	00001 - 3091	2005	PICKUP 1 TON UTILITY BODY 85C	FORD	F350 SC 4X4	WASTE WATER COLLECTION
2514	00001 - 3083	2005	PICKUP 1 TON UTILITY BODY 85C	FORD	F350 EXT-4X4-U	STORM WATER-ADMIN
2514	00001 - 2190	2015	PICKUP 1 TON UTILITY BODY 85C	FORD	F350 SC 4X2	WATER PROD. TREATMENT
2514	00001 - 2086	2004	PICKUP 1 TON UTILITY BODY 85C	CHEVROLET	SILVERADO 25	WATER PROD. TREATMENT
Count of Vehicles for Class: 2514				7		
2711	00001 - 3064	2003	TRUCK 1 TON FLATBED < 10,000	CHEVROLET	C35	GM CHEMICAL APPLICATION
2711	00001 - 3182	2019	TRUCK 1 TON FLATBED < 10,000	FORD	F350 EXT CAB	EQUIPMENT CAPITAL
Count of Vehicles for Class: 2711				2		
2715	00001 - 3115	1994	TRUCK 1 TON VAN BODY 8501- 1	GMC	P-VAN	POLICE MISC VEHICLES - UN



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Count of Vehicles for Class: 2715				1		
3414	00001 - 3132	2009	VAN WINDOW HANDICAPPED 10	FORD	E450	ADMIN RECREATION
3414	00001 - 3133	2009	VAN WINDOW HANDICAPPED 10	FORD	E450	ADMIN RECREATION
3414	00001 - 3162	2015	VAN WINDOW HANDICAPPED 10	FORD	E-450 AEROTECH	ADMIN RECREATION
3414	00001 - 3179	2018	VAN WINDOW HANDICAPPED 10	FORD	E-450 AEROTECH	ADMIN RECREATION
Count of Vehicles for Class: 3414				4		
3422	00001 - 3163	2015	VAN 10,001-14,000 GVW	MERCEDES	SPRINTER	WATER DISTRIBUTION
3422	00001 - 3164	2015	VAN 10,001-14,000 GVW	MERCEDES	SPRINTER	WATER DISTRIBUTION
3422	00001 - 3147	2012	VAN 10,001-14,000 GVW	FORD	F550 IRRIGATION	GM IRRIGATION
3422	00001 - 3141	2011	VAN 10,001-14,000 GVW	MERCEDES	SPRINTER	WATER DISTRIBUTION
3422	00001 - 3142	2011	VAN 10,001-14,000 GVW	MERCEDES	SPRINTER	WATER DISTRIBUTION
3422	00001 - 3076	2004	VAN 10,001-14,000 GVW	FREIGHTLINER	UTILIMASTER	TRAFFIC SIGNS & STRIPPING
3422	00001 - 3078	2004	VAN 10,001-14,000 GVW	FREIGHTLINER	UTILIMASTER	TRAFFIC SIGNS & STRIPPING
Count of Vehicles for Class: 3422				7		
3510	00001 - 3096	2006	PICKUP SUPERDUTY 10,001 - 14,	FORD	F350 CREWCAB 4X	POLICE MISC VEHICLES - UN
3510	00001 - 3181	2019	PICKUP SUPERDUTY 10,001 - 14,	FORD	F350 EXT CAB	GROUPS ADMIN
Count of Vehicles for Class: 3510				2		
3514	00001 - 3145	2012	PICKUP SUPERDUTY 10,001 - 14,	FORD	F550 UTIL 4WD	STREET SIDEWALK REPAIR
3514	00001 - 3146	2012	PICKUP SUPERDUTY 10,001 - 14,	FORD	F550 SERVICE TK	WASTE WATER COLLECTION
3514	00001 - 3097	2006	PICKUP SUPERDUTY 10,001 - 14,	FORD	F350 CREWCAB 4X	POLICE
3514	00001 - 3098	2006	PICKUP SUPERDUTY 10,001 - 14,	FORD	F350 CREWCAB 4X	POLICE
3514	00001 - 3123	2007	PICKUP SUPERDUTY 10,001 - 14,	FORD	F350 CREW 4X4	POLICE
3514	00001 - 3002	1996	PICKUP SUPERDUTY 10,001 - 14,	FORD	F350	EQUIPMENT SERVICES
Count of Vehicles for Class: 3514				6		
3711	00001 - 3020	1997	TRUCK FLAT BED 10,001 - 14,000	FORD	F350	TRAFFIC SIGNS & STRIPPING
3711	00001 - 3106	2006	TRUCK FLAT BED 10,001 - 14,000	CHEVROLET	3500	TRAFFIC SIGNS & STRIPPING
3711	00001 - 3135	1997	TRUCK FLAT BED 10,001 - 14,000	FORD	G/EX - FB	TRAFFIC SIGNS & STRIPPING
3711	00001 - 3154	2013	TRUCK FLAT BED 10,001 - 14,000	FORD	F350 EXT CAB	SW CATCH BASIN
3711	00001 - 3169	2016	TRUCK FLAT BED 10,001 - 14,000	FORD	F350 CREW CAB	STREET INITIATIVE
3711	00001 - 3172	2017	TRUCK FLAT BED 10,001 - 14,000	FORD	F350	GM RESTROOMS
3711	00001 - 2163	2011	TRUCK FLAT BED 10,001 - 14,000	FORD	F350 EXT CAB	GM LANDSCAPE
Count of Vehicles for Class: 3711				7		
3713	00001 - 3149	2012	TRUCK UTILITY BODY 10,001 - 14	FORD	F550 VALVE TRK	WATER PROD. MAINT.
Count of Vehicles for Class: 3713				1		
4422	00001 - 3131	2008	VAN >14,001	WORKHORSE	STEPVAN W42	WATER DISTRIBUTION
4422	00001 - 3081	2004	VAN >14,001	WORKHORSE	P31442-CUES	SW TV INSPECT
4422	00001 - 3067	2003	VAN >14,001	WORKHORSE	P31442-TV VAN	WASTE WATER COLLECTION
4422	00001 - 3177	2018	VAN >14,001	FORD	CUES AEROMASTER	WASTE WATER COLLECTION
Count of Vehicles for Class: 4422				4		
4711	00001 - 3007	1996	TRUCK FLATBED 14,001 - 16,000	FORD	F450 S-DUTY	WATER DISTRIBUTION
Count of Vehicles for Class: 4711				1		
4712	00001 - 3148	2012	TRUCK DUMP BED 14,001 - 16,00	FORD	F550 DUMP 4WD	STREET PATCHING & PAVING

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Count of Vehicles for Class: 4712				1		
4713	00001 - 3008	1996	TRUCK 14,001 - 16,000 GVW	FORD	S DUTY	EQUIPMENT SERVICES
Count of Vehicles for Class: 4713				1		
4714	00001 - 3072	2004	TRUCK UTILITY BODY 14,001- 16	FORD	F-450 UTILITY	WASTE WATER-PUMPING
Count of Vehicles for Class: 4714				1		
5400	00001 - 3109	2006	VAN 16,001 - 19,500 GVW	FREIGHTLINER	MT4500-CUES	WASTE WATER COLLECTION
5400	00001 - 3143	2011	VAN 16,001 - 19,500 GVW	CHEVROLET	C3500 EXPRESS	WASTE WATER COLLECTION
Count of Vehicles for Class: 5400				2		
5700	00001 - 3137	2009	TRUCK 16,001 - 19,500 GVW	FORD	F56 F550 4x2	WATER DISTRIBUTION
5700	00001 - 3128	2008	TRUCK 16,001 - 19,500 GVW	FORD	F550 EXT CAB4X4	WASTE WATER-PUMPING
5700	00001 - 3129	2008	TRUCK 16,001 - 19,500 GVW	FORD	F550 4X4	GSL ADMINISTRATION
5700	00001 - 3159	2015	TRUCK 16,001 - 19,500 GVW	FORD	F550 S/C	WATER DISTRIBUTION
5700	00001 - 3173	2017	TRUCK 16,001 - 19,500 GVW	FORD	F-450 STELLAR	GM CHEMICAL APPLICATION
5700	00001 - 3193	2019	TRUCK 16,001 - 19,500 GVW	FORD	F550 FLATBED	EQUIPMENT CAPITAL
5700	00001 - 3054	2001	TRUCK 16,001 - 19,500 GVW	FORD	F-550	STREET SIDEWALK REPAIR
Count of Vehicles for Class: 5700				7		
5712	00001 - 3039	1999	TRUCK DUMP BED 16,001- 19,500	FORD	F550	STORM WATER-ADMIN
5712	00001 - 3105	2006	TRUCK DUMP BED 16,001- 19,500	FORD	F-450	GM LANDSCAPE
5712	00001 - 3156	2014	TRUCK DUMP BED 16,001- 19,500	FORD	F5H F550 4WD	STREET TREE TRIMMING
5712	00001 - 3157	2014	TRUCK DUMP BED 16,001- 19,500	FORD	F5H F550 4x4	WATER DISTRIBUTION
5712	00001 - 3136	2009	TRUCK DUMP BED 16,001- 19,500	FORD	F57 F550 4X4	STORM WATER-ADMIN
5712	00001 - 3138	2009	TRUCK DUMP BED 16,001- 19,500	FORD	F56 F550 4x2	WATER DISTRIBUTION
Count of Vehicles for Class: 5712				6		
5743	00001 - 3140	2011	TRUCK INSULATED AERIAL 16,00	FORD F550	FORD MANLIFT	TRAFFIC SIGNALS
5743	00001 - 3155	2012	TRUCK INSULATED AERIAL 16,00	FORD F550	FORD MANLIFT	TRAFFIC SIGNALS
5743	00001 - 3060	2002	TRUCK INSULATED AERIAL 16,00	FORD	F-550 SD	TRAFFIC SIGNALS
Count of Vehicles for Class: 5743				3		
6711	00001 - 3025	1998	TRUCK FLAT BED 19,501- 26,000	FREIGHTLINER	FL60	STREET PATCHING & PAVING
Count of Vehicles for Class: 6711				1		
6723	00001 - 3079	2004	TRUCK ARMORED VEHICLE 19,50	FORD/LENCO	F550 BEARCAT	SWAT
Count of Vehicles for Class: 6723				1		
7712	00001 - 3113	2007	TRUCK DUMP BED 26,001-33,000	FREIGHTLINER	M2-V106	STREET ALLEY & SHOULDER
Count of Vehicles for Class: 7712				1		
7714	00001 - 3116	2006	TRUCK OTHER 26,001 - 33,000 G	FREIGHTLINER	M2 BOX VAN	STORM WATER-ADMIN
Count of Vehicles for Class: 7714				1		
7771	00001 - 4109	2016	TRUCK STREET SWEEPER MEC	ELGIN	PELICAN	STREETS INIT SWEEPING
Count of Vehicles for Class: 7771				1		
7773	00001 - 4101	2014	TRUCK STREET SWEEPER AIR 2	PETERBILT 220	A7000 AIR SWEEP	STORM WATER ST SWEEPING
7773	00001 - 4108	2016	TRUCK STREET SWEEPER AIR 2	KENWORTH K3	A7000 AIR SWEEP	STORM WATER ST SWEEPING

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7773	00001 - 4104	2015	TRUCK STREET SWEEPER AIR 2	PETERBILT 220	A7000 AIR SWEEP	STORM WATER ST SWEEPING
7773	00001 - 4088	2009	TRUCK STREET SWEEPER AIR 2	ELGIN	CROSSWIND	STORM WATER ST SWEEPING
7773	00001 - 4089	2009	TRUCK STREET SWEEPER AIR 2	SCHWARZE	A7000-SER#0237	STORM WATER ST SWEEPING
Count of Vehicles for Class: 7773				5		
7779	00001 - 3161	2016	TRUCK SPECIAL PURPOSE PAIN	PETERBILT 320	PAINT STRIPER	TRAFFIC SIGNS & STRIPPING
Count of Vehicles for Class: 7779				1		
8222	00001 - 7057	2005	COMPACTOR, TRASH	MARATHON	RJ 250SL	WATER
Count of Vehicles for Class: 8222				1		
8712	00001 - 3130	2008	TRUCK DUMP BED > 33,000 GVW	PETERBILT	367	STREET PATCHING & PAVING
8712	00001 - 3165	2016	TRUCK DUMP BED > 33,000 GVW	FREIGHTLINER	DUMP TRUCK	STORM WATER-ADMIN
8712	00001 - 3112	2007	TRUCK DUMP BED > 33,000 GVW	FREIGHTLINER	M2-V106	WATER DISTRIBUTION
8712	00001 - 3110	2007	TRUCK DUMP BED > 33,000 GVW	FREIGHTLINER	M2-V112	WATER DISTRIBUTION
8712	00001 - 3124	2009	TRUCK DUMP BED > 33,000 GVW	FREIGHTLINER	M2 112V	STORM WATER-ADMIN
8712	00001 - 3094	2006	TRUCK DUMP BED > 33,000 GVW	FREIGHTLINER	FLD120SD	STREET PATCHING & PAVING
8712	00001 - 3011	1997	TRUCK DUMP BED > 33,000 GVW	FREIGHTLINER	FL112	WATER DISTRIBUTION
8712	00001 - 3057	2002	TRUCK DUMP BED > 33,000 GVW	FREIGHTLINER	FLD112SD	WATER DISTRIBUTION
Count of Vehicles for Class: 8712				8		
8718	00001 - 3053	2001	TRUCK OTHER > 33,000 GVW	FREIGHTLINER	FLD112SD	STREET SIDEWALK REPAIR
Count of Vehicles for Class: 8718				1		
8767	00001 - 3034	1999	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	FL 70-STELLAR	GSL LEAF REMOVAL
8767	00001 - 3066	2004	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	M2-106-Stellar	GM LANDSCAPE
8767	00001 - 3068	2004	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	FL112	STREET PATCHING & PAVING
8767	00001 - 3111	2007	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	M2-V112	STREET SIDEWALK REPAIR
8767	00001 - 3075	2005	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	M2106 STELLAR	GM LANDSCAPE
8767	00001 - 3093	2005	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	M2-112V	STREET PATCHING & PAVING
8767	00001 - 3170	2017	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	FL 114SD	STORM WATER ST SWEEPING
8767	00001 - 3186	2019	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	108SD HOOKLIFT	EQUIPMENT CAPITAL
8767	00001 - 3187	2019	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	108SD HOOKLIFT	EQUIPMENT CAPITAL
8767	00001 - 3188	2019	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	108SD HOOKLIFT	EQUIPMENT CAPITAL
8767	00001 - 3189	2019	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	108SD HOOKLIFT	EQUIPMENT CAPITAL
8767	00001 - 3190	2019	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	108SD HOOKLIFT	EQUIPMENT CAPITAL
8767	00001 - 3191	2019	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	108SD HOOKLIFT	EQUIPMENT CAPITAL
8767	00001 - 3192	2019	TRUCK STELLAR > 33,000 GVW	FREIGHTLINER	114SD HOOKLIFT	EQUIPMENT CAPITAL
Count of Vehicles for Class: 8767				14		
8773	00001 - 3153	2012	TRUCK VACUUM LOADER > 33,0	FREIGHTLINER	BASIN CLNR M2	SW DRYWELL
8773	00001 - 3183	2019	TRUCK VACUUM LOADER > 33,0	FREIGHTLINER	114SD VACTOR	EQUIPMENT CAPITAL
8773	00001 - 3158	2015	TRUCK VACUUM LOADER > 33,0	FLVX312LXE/1100	FL1100 VACCON	SW DRYWELL
8773	00001 - 3122	2007	TRUCK VACUUM LOADER > 33,0	FREIGHTLINER	M2 112 VACTOR	SW CATCH BASIN
8773	00001 - 3144	2011	TRUCK VACUUM LOADER > 33,0	FREIGHTLINER	M2106V-VACCON	WATER DISTRIBUTION
8773	00001 - 3107	2006	TRUCK VACUUM LOADER > 33,0	FREIGHTLINER	M2-V112-VACCON	WATER DISTRIBUTION
8773	00001 - 3108	2006	TRUCK VACUUM LOADER > 33,0	FREIGHTLINER	M2-V112 VACCON	WASTE WATER COLLECTION
8773	00001 - 3070	2004	TRUCK VACUUM LOADER > 33,0	FREIGHTLINER	FLD112SD-VACCON	WASTE WATER COLLECTION
Count of Vehicles for Class: 8773				8		
8774	00001 - 0335	1995	TRUCK STREET FLUSHER > 33,0	FORD	FLUSHER	STREET SWEEPING

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Count of Vehicles for Class: 8774				1		
8775	00001 - 3071	2004	TRUCK SEWER CLEANER > 33,0	FREIGHTLINER	FLD120SD-JETTER	SW STORMLINE
8775	00001 - 3033	1999	TRUCK SEWER CLEANER > 33,0	FREIGHTLINER	FL112	WASTE WATER COLLECTION
8775	00001 - 3024	1997	TRUCK SEWER CLEANER > 33,0	FREIGHTLINER	FL80	SW STORMLINE
8775	00001 - 3125	2009	TRUCK SEWER CLEANER > 33,0	FREIGHTLINER	M2 106/800 HPR	WASTE WATER COLLECTION
8775	00001 - 3126	2009	TRUCK SEWER CLEANER > 33,0	FREIGHTLINER	M2 106	WASTE WATER COLLECTION
8775	00001 - 3160	2016	TRUCK SEWER CLEANER > 33,0	FREIGHTLINER	M2 106	WASTE WATER COLLECTION
8775	00001 - 3176	2018	TRUCK SEWER CLEANER > 33,0	FREIGHTLINER	FLD120SD-JETTER	SW STORMLINE
Count of Vehicles for Class: 8775				7		
8796	00001 - 3152	2012	TRUCK COMMAND CENTER >33, INTERNATIONAL		4400	SWAT
8796	00001 - 3080	2005	TRUCK COMMAND CENTER >33, INTERNATIONAL		4300	POLICE MISC VEHICLES - UN
Count of Vehicles for Class: 8796				2		
9100	00001 - 4096	2012	OFF ROAD WHEELED	GENIE LIFT	GS-2632	FACILITIES MAINTENANCE
9100	00001 - 4112	2008	OFF ROAD WHEELED	GENIE LIFT	GR-12	FACILITIES MAINTENANCE
Count of Vehicles for Class: 9100				2		
9132	00001 - 4074	2008	OFF ROAD WHEELED LOADER A	JOHN DEERE	544J LOADER	STREET ALLEY & SHOULDER
9132	00001 - 0445	1991	OFF ROAD WHEELED LOADER A	JOHN DEERE	LOADER,544E	STREET ALLEY & SHOULDER
9132	00001 - 0446	1989	OFF ROAD WHEELED LOADER A	JOHN DEERE	LOADER 544E	STREET ALLEY & SHOULDER
Count of Vehicles for Class: 9132				3		
9142	00001 - 0472	1995	OFF ROAD WHEELED LOADER/E	JOHN DEERE	410D	GM MARKERS/GRAVES
9142	00001 - 4037	2001	OFF ROAD WHEELED LOADER/E	JOHN DEERE	410E	WATER DISTRIBUTION
9142	00001 - 4068	2008	OFF ROAD WHEELED LOADER/E	CATERPILLAR	430E IT	WASTE WATER COLLECTION
9142	00001 - 4092	2012	OFF ROAD WHEELED LOADER/E	CATERPILLAR	430E IT	WATER DISTRIBUTION
9142	00001 - 4085	2008	OFF ROAD WHEELED LOADER/E	JOHN DEERE	BACKHOE 410J	STREET ALLEY & SHOULDER
Count of Vehicles for Class: 9142				5		
9160	00001 - 4036	2001	OFF ROAD WHEELED GRADER	CAT	120H-GRADER	STREET ALLEY & SHOULDER
Count of Vehicles for Class: 9160				1		
9200	00001 - 4060	2007	OFF ROAD TRACKED	BOBCAT	T190	GSL RESTORATION
9200	00001 - 4046	2004	OFF ROAD TRACKED	SEWER CO. AMERI	JAJ-600-R	WASTE WATER COLLECTION
Count of Vehicles for Class: 9200				2		
9250	00001 - 4057	2006	OFF ROAD TRACKED EXCAVATO	KUBOTA	KX 121-3SS	STORM WATER-ADMIN
9250	00001 - 4059	2006	OFF ROAD TRACKED EXCAVATO	CATERPILLAR	315CL TRACKHOE	STORM WATER-ADMIN
9250	00001 - 4098	2014	OFF ROAD TRACKED EXCAVATO	KUBOTA	KX 080-4R3A	WATER DISTRIBUTION
Count of Vehicles for Class: 9250				3		
9310	00001 - 4082	2008	OFF ROAD FORKLIFT	TOYOTA	8FGU25	WATER
9310	00001 - 4083	2008	OFF ROAD FORKLIFT	TOYOTA	7FDKU40	EQUIPMENT SERVICES
9310	00001 - 4115	2018	OFF ROAD FORKLIFT	TOYOTA	8FBE18U	WATER
9310	00001 - 4049	1989	OFF ROAD FORKLIFT	KOMATSU	FG30T-8	WATER DISTRIBUTION
9310	00001 - 4009	1997	OFF ROAD FORKLIFT	HYSTER	H50XM	WATER
9310	00001 - 0465	1984	OFF ROAD FORKLIFT	HYSTER	FORKLIFT	WASTE WATER COLLECTION
Count of Vehicles for Class: 9310				6		

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9413	00001 - 4076	2008	OFF ROAD SWEEPER THREE WI	SMITHCO	SWEEPSTAR	GM TREES & SHRUBS
9413	00001 - 4077	2008	OFF ROAD SWEEPER THREE WI	SMITHCO	SWEEPSTAR V60	GM TREES & SHRUBS
Count of Vehicles for Class: 9413				2		
9421	00001 - 5095	2018	OFF ROAD PAVEMENT CRACK SI	CIMLINE	MAGMA M4	ST CRACK SEALING
Count of Vehicles for Class: 9421				1		
9423	00001 - 7035	1994	OFF ROAD PAVEMENT GRINDER	VON ARC	VA25	STREET PATCHING & PAVING
9423	00001 - 4113	2017	OFF ROAD PAVEMENT GRINDER	WIRTGEN	W-120CFI	ST MILLING
Count of Vehicles for Class: 9423				2		
9424	00001 - 7092	2011	OFF ROAD PAVEMENT SAW	DIAMOND	CC3540JK-20	STORM WATER-ADMIN
9424	00001 - 7071	2007	OFF ROAD PAVEMENT SAW	DIAMOND	CC4144D-30 SAW	WATER DISTRIBUTION
Count of Vehicles for Class: 9424				2		
9432	00001 - 4111	2015	OFF ROAD TRACKED PAVER	LEEBOY	8515C	STREET PATCHING & PAVING
Count of Vehicles for Class: 9432				1		
9433	00001 - 7037	1999	OFF ROAD MOUNTED PAVER	PB LOADER	BH-75-10	STREET PATCHING & PAVING
9433	00001 - 7077	2008	OFF ROAD MOUNTED PAVER	PATCH KING	PK-80H	STREET PATCHING & PAVING
Count of Vehicles for Class: 9433				2		
9442	00001 - 4073	2008	OFF ROAD ROLLER VIBRATORY	VOLVO	DD38HF	STREET PATCHING & PAVING
9442	00001 - 4079	2008	OFF ROAD ROLLER VIBRATORY	VOLVO	DD16	STREET PATCHING & PAVING
9442	00001 - 4029	2000	OFF ROAD ROLLER VIBRATORY	BOMAG	BW90AD-2	STREET PATCHING & PAVING
Count of Vehicles for Class: 9442				3		
9451	00001 - 7018	2002	OFF ROAD PAINT STRIPER SELF DOWNING MFG.		1001	TRAFFIC SIGNS & STRIPPING
Count of Vehicles for Class: 9451				1		
9480	00001 - 0734	1996	OFF ROAD CURB MACHINE	POWER CURBER	CURBER-440XL	STREET SIDEWALK REPAIR
Count of Vehicles for Class: 9480				1		
9600	00001 - 4117	2018	OFF ROAD GROUNDS	GRAVELY	PRO-WALK 48HYD	SW FACILITY
9600	00001 - 7072	2007	OFF ROAD GROUNDS	GRAVELY	PRO1536H	SW FACILITY
Count of Vehicles for Class: 9600				2		
9611	00001 - 4090	2011	OFF ROAD MOWER RIDING < 15	TORO	3280D-MOWER	GROUNDS MOWING
9611	00001 - 4061	2006	OFF ROAD MOWER RIDING < 15	TORO	3280D-MOWER	GROUNDS MOWING
9611	00001 - 4064	2007	OFF ROAD MOWER RIDING < 15	HUSTLER	ATZ-928226	SW FACILITY
9611	00001 - 4033	2000	OFF ROAD MOWER RIDING < 15	TORO 223D 4WD	MOWER-5FT	GSL IPM CONTROL
Count of Vehicles for Class: 9611				4		
9612	00001 - 4055	2005	OFF ROAD MOWER RIDING	TORO	30582-580D 16FT	GROUNDS MOWING
9612	00001 - 4066	2007	OFF ROAD MOWER RIDING	DEWEZE	ATM72LC 6 FT	SW FACILITY
9612	00001 - 4078	2008	OFF ROAD MOWER RIDING	TORO	GM 5910-31599	GROUNDS MOWING
9612	00001 - 4093	2011	OFF ROAD MOWER RIDING	WALKER	MTGHS	GROUNDS MOWING
9612	00001 - 4099	2014	OFF ROAD MOWER RIDING	TORO	GM-4000D 4X4	GROUNDS MOWING
9612	00001 - 4100	2014	OFF ROAD MOWER RIDING	TORO	GM-4000D 4X4	GROUNDS MOWING
9612	00001 - 4072	2008	OFF ROAD MOWER RIDING	WALKER	MTLSD 31	GROUNDS MOWING
9612	00001 - 4086	2009	OFF ROAD MOWER RIDING	TORO	30412-4000D	GROUNDS MOWING

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9612	00001 - 4118	2018	OFF ROAD MOWER RIDING	HUSTLER	Z SHIBAUUA 60'	EQUIPMENT CAPITAL
9612	00001 - 4116	2018	OFF ROAD MOWER RIDING	HUSTLER	Z 60"RD	GSL MOWING
9612	00001 - 4114	2017	OFF ROAD MOWER RIDING	VENTRAC	4500P MOWER	SW FACILITY
9612	00001 - 4110	2017	OFF ROAD MOWER RIDING	TORO-GM-3280-D	30345	GROUND'S MOWING
9612	00001 - 4105	2015	OFF ROAD MOWER RIDING	SCAG	SWZT36-14FS	SW FACILITY
9612	00001 - 4106	2015	OFF ROAD MOWER RIDING	SCAG	SWZT36-14FS	SW FACILITY
9612	00001 - 4107	2015	OFF ROAD MOWER RIDING	HUSTLER	SUPER-Z	SW FACILITY
9612	00001 - 4103	2015	OFF ROAD MOWER RIDING	ATZ 60" MOWER	931915	SW FACILITY
Count of Vehicles for Class: 9612				16		
9622	00001 - 4070	2008	OFF ROAD TRACTOR 15 - 30 HP FORD NEW HOLLAN		TC26DA	GM BALLFIELDS
Count of Vehicles for Class: 9622				1		
9623	00001 - 4080	2008	OFF ROAD TRACTOR	KUBOTA	M6040HDC	GROUND'S MOWING
9623	00001 - 0432	1993	OFF ROAD TRACTOR	TIGER	TRACTOR	STORM WATER-ADMIN
9623	00001 - 0440	1994	OFF ROAD TRACTOR	JOHN DEERE	TRACTOR	GROUND'S MOWING
Count of Vehicles for Class: 9623				3		
Heavy	00006 - US-ATF37	1998	Heavy	International	4900 4x2	U.S. Treasury Dept
Count of Vehicles for Class: Heavy				1		
HeavyVA	00006 - App-888	1934	HeavyVA	Seagraves	Engine	Vancouver Fire Dept
HeavyVA	00006 - App-17	1925	HeavyVA	Seagraves	Engine	Vancouver Fire Dept
Count of Vehicles for Class: HeavyVA				2		
HeavyVER	00006 - App-49	2005	HeavyVER	Pierce/16614	Lance/Rescue	Vancouver Fire Dept
HeavyVER	00006 - App-50	2007	HeavyVER	Pierce-19788-01	Arrow-XT	Vancouver Fire Dept
HeavyVER	00006 - App-51	2007	HeavyVER	Pierce-19788-02	Arrow-XT	Vancouver Fire Dept
HeavyVER	00006 - App-52	2009	HeavyVER	Pierce - 22291	Arrow XT	Vancouver Fire Dept
HeavyVER	00006 - App-58	2011	HeavyVER	PIERCE	ARROW XT	Vancouver Fire Dept
HeavyVER	00006 - App-59	2011	HeavyVER	PIERCE	ARROW XT	Vancouver Fire Dept
HeavyVER	00006 - App-60	2013	HeavyVER	KME	Predator 100	Vancouver Fire Dept
HeavyVER	00006 - App-61	2015	HeavyVER	KME	Predator 100	Vancouver Fire Dept
HeavyVER	00006 - App-62	2016	HeavyVER	KME	Predator 100	Vancouver Fire Dept
HeavyVER	00006 - App-63	2016	HeavyVER	KME	Predator 100	Vancouver Fire Dept
HeavyVER	00006 - App-55	2008	HeavyVER	Pierce - 20880	Arrow XT	Vancouver Fire Dept
HeavyVER	00006 - App-67	2018	HeavyVER	KME	Predator 100	Vancouver Fire Dept
HeavyVER	00006 - App-68	2011	HeavyVER	Pierce - 23812	Arrow XT	Vancouver Fire Dept
HeavyVER	00006 - App-74	2019	HeavyVER	KME	Predator 100	Vancouver Fire Dept
HeavyVER	00006 - App-75	2006	HeavyVER	Pierce-18212	Arrow XT	Vancouver Fire Dept
Count of Vehicles for Class: HeavyVER				15		
HeavyVTR	00006 - App-76	2007	HeavyVTR	Pierce 18904	Arrow X-T	Vancouver Fire Dept
HeavyVTR	00006 - App-76LD	1996	HeavyVTR	LTI	QS-100	Vancouver Fire Dept
HeavyVTR	00006 - App-79	2009	HeavyVTR	Pierce 22320	Arrow X-T	Vancouver Fire Dept
HeavyVTR	00006 - App-79LD	1998	HeavyVTR	LTI	QS-100	Vancouver Fire Dept
HeavyVTR	00006 - App-66	2002	HeavyVTR	ALF/ Truck	100' Ladder	Vancouver Fire Dept
HeavyVTR	00006 - App-66LD	2002	HeavyVTR	LTI	QS-100	Vancouver Fire Dept
Count of Vehicles for Class: HeavyVTR				6		
Light	00006 - App-09	2015	Light	FORD	ESCAPE	Vancouver Fire Dept

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CLASS_CODE	VEH_NUM	YEAR	CLASS DESCRIPTION	MAKE	MODEL	DEPT-NAME
Count of Vehicles for Class: Light				1		
Light1	00006 - App-10	2016	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-22	2002	Light1	GMC	Sonoma	Vancouver Fire Dept
Light1	00006 - App-23	2004	Light1	Chevy	Colorado	Vancouver Fire Dept
Light1	00006 - App-35	2012	Light1	FORD	FORD F150	Vancouver Fire Dept
Light1	00006 - App-36	2008	Light1	Ford	F150 4X4	Vancouver Fire Dept
Light1	00006 - App-40	2007	Light1	Ford	Ranger XLT	Vancouver Fire Dept
Light1	00006 - App-18	2012	Light1	CHEVY	TAHOE	Vancouver Fire Dept
Light1	00006 - App-04	2015	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-05	2015	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-06	2017	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-02	2015	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-80	2017	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-81	2017	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-82	2017	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-83	2017	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-84	2017	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-85	2017	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-86	2018	Light1	FORD	ESCAPE	Vancouver Fire Dept
Light1	00006 - App-87	2018	Light1	FORD	ESCAPE	Vancouver Fire Dept
Count of Vehicles for Class: Light1				19		
Light1R	00006 - App-42	2010	Light1R	Ford	Expedition	Vancouver Fire Dept
Light1R	00006 - App-37	2003	Light1R	Ford	Explorer	Vancouver Fire Dept
Light1R	00006 - App-38	2003	Light1R	Ford	Explorer	Vancouver Fire Dept
Light1R	00006 - App-25	2011	Light1R	FORD	F150 4WD	Vancouver Fire Dept
Light1R	00006 - App-27	2011	Light1R	FORD	F150 4WD	Vancouver Fire Dept
Light1R	00006 - App-28	2014	Light1R	FORD	F150 4X4	Vancouver Fire Dept
Light1R	00006 - APP-91	2019	Light1R	FORD	F150 4WD	Vancouver Fire Dept
Count of Vehicles for Class: Light1R				7		
Light2R	00006 - App-29	2016	Light2R	CHEVY	SUBURBAN	Vancouver Fire Dept
Light2R	00006 - App-19	2011	Light2R	CHEVY	TAHOE	Vancouver Fire Dept
Light2R	00006 - App-20	2010	Light2R	Chevy 2500	Surburban 4x4	Vancouver Fire Dept
Light2R	00006 - App-21	2015	Light2R	CHEVY	SUBURBAN	Vancouver Fire Dept
Count of Vehicles for Class: Light2R				4		
MediumV	00006 - App-03	2012	MediumV	FORD	350 4X4	Vancouver Fire Dept
MediumV	00006 - App-47	2012	MediumV	INTERNATIONAL	4300 SBA 4X4	Vancouver Fire Dept
MediumV	00006 - App-33	2017	MediumV	FORD	TRANSIT VAN	Vancouver Fire Dept
MediumV	00006 - App-78	2008	MediumV	Ford	F450	Vancouver Fire Dept
Count of Vehicles for Class: MediumV				4		
MediumVSR	00006 - App-90	2010	MediumVSR	PIERCE/22685	IH 4400	Vancouver Fire Dept
MediumVSR	00006 - App-77	2007	MediumVSR	Kenworth		Vancouver Fire Dept
MediumVSR	00006 - App-56	2018	MediumVSR	FORD	F450 4X4	Vancouver Fire Dept
MediumVSR	00006 - App-48	1995	MediumVSR	IH 4900	Tender	Vancouver Fire Dept
MediumVSR	00006 - App-53	1995	MediumVSR	Ford	F350	Vancouver Fire Dept
MediumVSR	00006 - App-54	2015	MediumVSR	FORD	F450 4X4	Vancouver Fire Dept
MediumVSR	00006 - App-43	1993	MediumVSR	IH 4900	Tender	Vancouver Fire Dept

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CLASS CODE	VEH_NUM	YEAR	CLASS DESCRIPTION	MAKE	MODEL	DEPT-NAME
MediumVSR	00006 - App-44	1993	MediumVSR	IH 4900	Tender	Vancouver Fire Dept
MediumVSR	00006 - App-45	2003	MediumVSR	Ford	F550 4x4	Vancouver Fire Dept
Count of Vehicles for Class: MediumVSR				9		
MediumVT	00006 - App-31T	2009	MediumVT	20 FT	Trailer	Vancouver Fire Dept
MediumVT	00006 - App-11	1998	MediumVT	Haulmark	Trailer	Vancouver Fire Dept
MediumVT	00006 - App-24T	1986	MediumVT	C&R	FLATBED	Vancouver Fire Dept
MediumVT	00006 - App-07T	2013	MediumVT	Transport	Tagalong 21FT	Vancouver Fire Dept
MediumVT	00006 - App-08	2005	MediumVT	Continental	16' Trailer	Vancouver Fire Dept
MediumVT	00006 - App-69	2003	MediumVT	Fores	Util Tlr	Vancouver Fire Dept
MediumVT	00006 - App-77T	2007	MediumVT	General		Vancouver Fire Dept
Count of Vehicles for Class: MediumVT				7		
SpecV	00006 - App-57A	1996	SpecV	Yale	GLP080L GNGBE08	Vancouver Fire Dept
SpecV	00006 - App-77P	2007	SpecV	4000 GPM	4024 Cat	Vancouver Fire Dept
SpecV	00006 - App-24	2008	SpecV	J-Deere	620i	Vancouver Fire Dept
SpecV	00006 - App-A1	2000	SpecV	Mako	Comperssor	Vancouver Fire Dept
SpecV	00006 - App-A3	2000	SpecV	Mako	Comperssor	Vancouver Fire Dept
SpecV	00006 - App-A4	2000	SpecV	Mako	Comperssor	Vancouver Fire Dept
SpecV	00006 - App-A5	2000	SpecV	Mako	Comperssor	Vancouver Fire Dept
SpecV	00006 - App-A8	2000	SpecV	Mako	Comperssor	Vancouver Fire Dept
SpecV	00006 - App-FB-1	2014	SpecV	Munson	46ft	Vancouver Fire Dept
SpecV	00006 - App-LT1	2012	SpecV	ALLMAND	LIGHT PRO II	Vancouver Fire Dept
SpecV	00006 - App-M4	2000	SpecV	Mower	Stand & Ride	Vancouver Fire Dept
SpecV	00006 - App-M7	2000	SpecV	Mower	RIDING	Vancouver Fire Dept
SpecV	00006 - App-M9	2000	SpecV	Mower	Stand & Ride	Vancouver Fire Dept
SpecV	00006 - App-P1	2009	SpecV	RULE STEEL	18' ROOL OFF	Vancouver Fire Dept
SpecV	00006 - App-P2	2009	SpecV	RULE STEEL	18' ROOL OFF	Vancouver Fire Dept
SpecV	00006 - App-P3	2011	SpecV	RULE STEEL	18' ROOL OFF	Vancouver Fire Dept
SpecV	00006 - App-P4	2012	SpecV	Western Caccade	18' ROOL OFF	Vancouver Fire Dept
SpecV	00006 - App-P5	2015	SpecV	WC Container	18 ft POD	Vancouver Fire Dept
SpecV	00006 - Fuel-1	2000	SpecV	Fuel	Pumps	Vancouver Fire Dept
SpecV	00006 - Fuel-4	2000	SpecV	Fuel	Pumps	Vancouver Fire Dept
SpecV	00006 - Fuel-5	2000	SpecV	Fuel	Pumps	Vancouver Fire Dept
SpecV	00006 - Fuel-6	2000	SpecV	Fuel	Pumps	Vancouver Fire Dept
SpecV	00006 - Fuel-9	2000	SpecV	Fuel	Pumps	Vancouver Fire Dept
SpecV	00006 - GD-LDS	2000	SpecV	Duo Safety	Ground	Vancouver Fire Dept
SpecV	00006 - Gen-1	2002	SpecV	Onan	DGDK-5005192	Vancouver Fire Dept
SpecV	00006 - Gen-2	2001	SpecV	Onan	DGCB-4960173	Vancouver Fire Dept
SpecV	00006 - Gen-3	1996	SpecV	Onan	12.5JC	Vancouver Fire Dept
SpecV	00006 - Gen-4	2000	SpecV	Onan	150DGFA/79158J	Vancouver Fire Dept
SpecV	00006 - Gen-5	1981	SpecV	Allis-Chelm	6138-T	Vancouver Fire Dept
SpecV	00006 - Gen-6	2000	SpecV	Onan	60.0DGCB	Vancouver Fire Dept
SpecV	00006 - Gen-7	2005	SpecV			Vancouver Fire Dept
SpecV	00006 - Gen-8	2002	SpecV	Onan	DGDA-5003969	Vancouver Fire Dept
SpecV	00006 - Gen-9	2000	SpecV	Onan	150DGFA	Vancouver Fire Dept
SpecV	00006 - Gen10	2009	SpecV	Onan		Vancouver Fire Dept
SpecV	00006 - RT-1Ap55	1996	SpecV	Amkus	GB2S XL	Vancouver Fire Dept
SpecV	00006 - RT-2Ap79	1991	SpecV	Amkus	GH2S XL	Vancouver Fire Dept
SpecV	00006 - RT-3Ap75	1995	SpecV	Amkus	GH2S XL	Vancouver Fire Dept
SpecV	00006 - RT-4Ap68	2001	SpecV	Amkus	GH25- XLA	Vancouver Fire Dept



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CLASS CODE	VEH_NUM	YEAR	CLASS DESCRIPTION	MAKE	MODEL	DEPT-NAME
SpecV	00006 - RT-5Ap76	2006	SpecV	AMKUS	GH2S-XLA	Vancouver Fire Dept
SpecV	00006 - RT-8Ap51	1996	SpecV	Amkus	GB2S-XL	Vancouver Fire Dept
SpecV	00006 - RT-Spare	1991	SpecV	Amkus	B104SL	Vancouver Fire Dept
SpecV	00006 - Sta-1	2000	SpecV	Sta-1	Sta-1	Vancouver Fire Dept
SpecV	00006 - Sta-2	2000	SpecV	Sta-2	Sta-2	Vancouver Fire Dept
SpecV	00006 - Sta-3	2000	SpecV	Sta-3	Sta-3	Vancouver Fire Dept
SpecV	00006 - Sta-4	2000	SpecV	Sta-4	Sta-4	Vancouver Fire Dept
SpecV	00006 - Sta-5	2000	SpecV	Sta-5	Sta-5	Vancouver Fire Dept
SpecV	00006 - Sta-6	2000	SpecV	Sta-6	Sta-6	Vancouver Fire Dept
SpecV	00006 - Sta-7	2000	SpecV	Sta-7	Sta-7	Vancouver Fire Dept
SpecV	00006 - Sta-8	2000	SpecV	Sta-8	Sta-8	Vancouver Fire Dept
SpecV	00006 - Sta-9	2000	SpecV	Sta-9	Sta-9	Vancouver Fire Dept
SpecV	00006 - Sta10	2000	SpecV	Sta-10	Sta-10	Vancouver Fire Dept
Count of Vehicles for Class: SpecV				51		
Total Count of Vehicles:				988		

Appendix B

City of Vancouver PM-A Auto/Light Truck
Veh # _____ Date _____ Mileage _____

	Ok/Repair	Comments
1.) Pre-trip		
a. Door lock & window operation	____/____	_____
b. Seat adjust & seatbelt	____/____	_____
c. Park brake operation	____/____	_____
d. Light & horn	____/____	_____
e. Trunk, fire ext., first aid kit	____/____	_____
f. Wiper & washer operation	____/____	_____
2.) Test Drive		
a. Gauge operation, climate control	____/____	_____
b. Steering pull (drift)	____/____	_____
c. Brake pull/pulse	____/____	_____
d. Rattles	____/____	_____
e. Engine performance/trans oper.	____/____	_____
3.) Under Vehicle		
a. Drain oil & filter change	____/____	_____
b. Lube as necessary	____/____	_____
c. Steering component check	____/____	_____
d. Suspension check	____/____	_____
e. Lines, hoses, wiring	____/____	_____
f. Fluid levels/leaks	____/____	_____
g. U-joints/driveline	____/____	_____
h. Exhaust	____/____	_____
i. Tires: air/rotate-	____/____	_____
tire pressure-LF____Lbs. RF____Lbs.		
LR____Lbs. RR____Lbs.		
j. Tread depth LF__/32 RF__/32	____/____	_____
LR__/32 RR__/32		
k. Brakes: LF__MM RF__MM LR__MM RR__MM	____/____	_____
4.) Under hood		
a. Fill	____/____	_____
b. Air filter	____/____	_____
c. Fluid check:		
Brake fluid	____/____	_____
P/S fluid	____/____	_____
Transmission	____/____	_____
Washer fluid	____/____	_____
Coolant _____	____/____	_____
d. Belts/hoses	____/____	_____
e. Radiator/cap	____/____	_____
f. Battery/cables CCA_____	____/____	_____
5.) Two complete sets of keys on board	____/____	_____
6.) Tire chains	____/____	_____
7.) Change lube sticker & fill out lube card	_____	_____
8.) Clean/ check glass	_____	_____

- | | | |
|---|-------|-------|
| 9.) Defects/damages | _____ | _____ |
| 10.) Test drive after service | _____ | _____ |
| 11.) Reset service reminder (if equipped) | _____ | _____ |

Deficiencies identified and recommended additional work:

Technician _____
Shop Foreman _____
Date _____

City of Vancouver PM-A Medium/Heavy Truck

Veh # _____ Date _____ Mileage _____

1.) Pre-trip	Ok/Repair	Comments
a. Door lock & window operation	___/___	_____
b. Seat adjust & seatbelt	___/___	_____
c. Park brake operation	___/___	_____
d. Light & horn	___/___	_____
e. Trunk, fire ext., first aid kit	___/___	_____
f. Wiper & washer operation	___/___	_____
g. Air leaks/drain tanks	___/___	_____
h. Auxiliary equipment operation (dump bed etc.)	___/___	_____

2.) Test Drive		
a. Gauge operation, climate control	___/___	_____
b. Steering pull (drift)	___/___	_____
c. Brake pull/pulse	___/___	_____
d. Rattles	___/___	_____
e. Engine performance/trans oper.	___/___	_____

3.) Under Vehicle		
a. Drain oil & filter change	___/___	_____
b. Lube as necessary	___/___	_____
c. Steering component check	___/___	_____
d. Suspension check	___/___	_____
e. Lines, hoses, wiring	___/___	_____
f. Fluid levels/leaks	___/___	_____
g. U-joints/driveline	___/___	_____
h. Exhaust	___/___	_____
i. Tires: air/rotate	___/___	_____
tire pressure	___ Lbs.	___ Lbs.
	(AUX) ___ Lbs.	___ Lbs.
	(AUX) ___ Lbs.	___ Lbs.
	___ Lbs.	___ Lbs.

l. Tread depth	___/32	___/32	___/32	___/32	___/___	_____
	(AUX)	___/32	___/32			
	(AUX)	___/32	___/32			
	___/32	___/32	___/32	___/32		

m. Brakes:	___MM	___MM	___MM	___MM		
	(AUX)					
	___MM	___MM	___MM	___MM	___/___	_____
l. Air brake adjustment					___/___	_____

4.) Under hood		
a. Fill	___/___	_____
b. Air filter	___/___	_____
c. Fluid check: Brake fluid	___/___	_____

P/S fluid	____/____	_____
Transmission	____/____	_____

(over)

Washer fluid	____/____	_____
Coolant _____ Nitrate_____	____/____	_____

d. Belts/hoses	____/____	_____
e. Radiator/cap	____/____	_____
f. Battery/cables CCA_____	____/____	_____

5.) Auxiliary engine

a. Drain oil & filter change	____/____	_____
b. Change fuel filters	____/____	_____
c. Fill oil	____/____	_____
d. Fluid levels/leaks	____/____	_____
e. Air filter	____/____	_____
f. Belt/hoses	____/____	_____
g. Radiator	____/____	_____
h. Coolant _____ Nitrates _____	____/____	_____
i. Battery/cables CCA_____	____/____	_____

6.) Check/fill DEF

7.) Two complete sets of keys on board	____/____	_____
--	-----------	-------

8.) Tire chains	____/____	_____
-----------------	-----------	-------

9.) Change lube sticker & fill out lube card	_____	_____
--	-------	-------

10.) Clean/ check glass	_____	_____
-------------------------	-------	-------

11.) Defects/damages	_____	_____
----------------------	-------	-------

12.) Test drive after service	_____	_____
-------------------------------	-------	-------

Deficiencies identified and recommended additional work:

Technician _____

Shop Foreman _____

Date _____

City of Vancouver PM-B Auto/Light Truck
Veh # _____ Date _____ Mileage _____

	Ok/Repair	Comments
1.) Pre-trip		
a. Door lock & window operation	___/___	_____
b. Seat adjust & seatbelt	___/___	_____
c. Park brake operation	___/___	_____
d. Light & horn	___/___	_____
e. Trunk, fire ext., first aid kit	___/___	_____
f. Wiper & washer operation	___/___	_____
2.) Test Drive		
a. Gauge operation, climate control	___/___	_____
b. Steering pull (drift)	___/___	_____
c. Brake pull/pulse	___/___	_____
d. Rattles	___/___	_____
e. Engine performance/trans oper.	___/___	_____
3.) Under Vehicle		
a. Drain oil & filter change	___/___	_____
b. Lube as necessary	___/___	_____
c. Steering component check	___/___	_____
d. Suspension check	___/___	_____
e. Lines, hoses, wiring	___/___	_____
f. Fluid levels/leaks	___/___	_____
g. U-joints/driveline	___/___	_____
h. Exhaust	___/___	_____
i. Tires: air/rotate	___/___	_____
tire pressure LF___Lbs. RF___Lbs.		
LR___Lbs. RR___Lbs.		
j. Tread depth LF___/32 RF___/32	___/___	_____
LR___/32 RR___/32		
k. Brakes: LF___MM RF___MM LR___MM RR___MM	___/___	_____
4.) Under hood		
a. Fill	___/___	_____
b. Air filter	___/___	_____
c. Transmission fluid change	___/___	_____
d. Motorvac service	___/___	_____
e. Fluid check: Brake fluid	___/___	_____
P/S fluid	___/___	_____
Transmission	___/___	_____
Washer fluid	___/___	_____
Coolant _____	___/___	_____
d. Belts/hoses	___/___	_____
e. Radiator/cap	___/___	_____
f. Battery/cables CCA_____	___/___	_____
5.) Two complete sets of keys on board		
_____	___/___	_____
6.) Tire chains		
_____	___/___	_____

- | | | |
|--|-------|-------|
| 7.) Change lube sticker & fill out lube card | _____ | _____ |
| 8.) Clean/ check glass | _____ | _____ |
| 9.) Defects/damages | _____ | _____ |
| 10.) Test drive after service | _____ | _____ |
| 11.) Reset service reminder (if equipped) | _____ | _____ |

Deficiencies identified and recommended additional work:

Technician _____

Shop Foreman _____

Date _____

City of Vancouver PM-B Medium/Heavy Truck
Veh # _____ Date _____ Mileage _____

	Ok/Repair	Comments
1.) Pre-trip		
a. Door lock & window operation	___/___	_____
b. Seat adjust & seatbelt	___/___	_____
c. Park brake operation	___/___	_____
d. Light & horn	___/___	_____
e. Trunk, fire ext., first aid kit	___/___	_____
f. Wiper & washer operation	___/___	_____
g. Air leaks/drain tanks	___/___	_____
h. Auxiliary equipment operation (dump bed etc.)	___/___	_____
2.) Test Drive		
a. Gauge operation, climate control	___/___	_____
b. Steering pull (drift)	___/___	_____
c. Brake pull/pulse	___/___	_____
d. Rattles	___/___	_____
e. Engine performance/trans oper.	___/___	_____
3.) Under Vehicle		
a. Drain oil & filter change	___/___	_____
b. Change fuel filters		
c. Transmission fluid change		
d. Lube as necessary	___/___	_____
e. Steering component check	___/___	_____
f. Suspension check	___/___	_____
g. Lines, hoses, wiring	___/___	_____
h. Fluid levels/leaks	___/___	_____
i. U-joints/driveline	___/___	_____
j. Exhaust	___/___	_____
k. Tires: air/rotate	___/___	_____
tire pressure ___ Lbs. ___ Lbs. ___ Lbs. ___ Lbs.		
(AUX) ___ Lbs. ___ Lbs.		
(AUX) ___ Lbs. ___ Lbs.		
___ Lbs. ___ Lbs. ___ Lbs. ___ Lbs.		
l. Tread depth ___/32 ___/32 ___/32 ___/32	___/___	_____
(AUX) ___/32 ___/32		
(AUX) ___/32 ___/32		
___/32 ___/32 ___/32 ___/32		
m. Brakes: ___MM ___MM ___MM ___MM		
(AUX) ___MM ___MM		
___MM ___MM ___MM ___MM	___/___	_____
n. Air brake adjustment	___/___	_____

4.) Under hood

- | | | | |
|-------------------|----------------------------|---------|-------|
| a. Fill | | ___/___ | _____ |
| b. Air filter | | ___/___ | _____ |
| c. Fluid check: | Brake fluid | ___/___ | _____ |
| | P/S fluid | ___/___ | _____ |
| | Hydraulic fluid | ___/___ | _____ |
| | Transmission | ___/___ | _____ |
| | Washer fluid | ___/___ | _____ |
| | Coolant _____ Nitrate_____ | ___/___ | _____ |
| d. Belts/hoses | | ___/___ | _____ |
| e. Radiator/cap | | ___/___ | _____ |
| f. Battery/cables | CCA_____ | ___/___ | _____ |

5.) Auxiliary engine

- | | | | |
|------------------------------|----------------|---------|-------|
| a. Drain oil & filter change | | ___/___ | _____ |
| b. Change fuel filters | | ___/___ | _____ |
| c. Fill oil | | ___/___ | _____ |
| d. Fluid levels/leaks | | ___/___ | _____ |
| e. Air filter | | ___/___ | _____ |
| f. Belt/hoses | | ___/___ | _____ |
| g. Radiator | | ___/___ | _____ |
| h. Coolant _____ | Nitrates _____ | ___/___ | _____ |
| i. Battery/cables | CCA_____ | ___/___ | _____ |

6.) Hydraulic System

- | | | | |
|------------------------------|--|---------|-------|
| a. Drain oil & filter change | | ___/___ | _____ |
| b. Fill oil | | ___/___ | _____ |
| c. Check for leaks | | ___/___ | _____ |
| d. System operation | | ___/___ | _____ |

7.) Two complete sets of keys on board

___/___	_____
---------	-------

8.) Tire chains

___/___	_____
---------	-------

9.) Change lube sticker & fill out lube card

_____	_____
-------	-------

10.) Clean/ check glass

_____	_____
-------	-------

11.) Defects/damages

_____	_____
-------	-------

12.) Test drive after service

_____	_____
-------	-------

13.) Check DEF

_____	_____
-------	-------

Deficiencies identified and recommended additional work:

Technician _____

Shop Foreman _____

Date _____

City of Vancouver PM-T / Trailer Annual

Vehicle # _____ Date _____

1). Frame

- a. Frame/Body – Check for cracks, broken welds, damaged or bent areas.
- b. Tow Eye – Check for damage, loose or worn tow eye.
- c. Safety Chains – Check for damaged, worn, correct rated chain, etc.
- d. Deck – Check for damage, rotted boards, etc.
- e. Tailgate/Ramps – Check for damage, worn hinges, lube hinges & pivot points.
- f. Registration/Holder – Make sure it has one & that the registration is in it.
- g. Decals – Make sure all #'s, decals & City logos are readable & not missing.

2). Suspension

- a. Axle/U-bolts – Check for cracks, bent, loose bolts, damage, etc.
- b. Pack bearings/replace seals – Clean & inspect
- c. Springs/Bushings – Check for damage, worn, cracked, etc. Lube if necessary
- d. Shackles – Check for damage, worn or cracked, etc.
- e. Wheels/Lugs – Check for damage, rust trails, loose, worn out, etc.
- f. Tires: Air/Rotate – Check tire depth, channel & sidewall cracks, air pressure, etc.

tire pressure- Axle 1 LI _____ Lbs. RI _____ Lbs. LO _____ Lbs. RO _____ Lbs.

Axle 2 LI _____ Lbs. RI _____ Lbs. LO _____ Lbs. RO _____ Lbs.

Axle 3 LI _____ Lbs. RI _____ Lbs. LO _____ Lbs. RO _____ Lbs.

- g. Tread depth – LF _____/32RF _____/32LR _____/32RR _____/32

3). Brakes

- a. Operation –Test brakes to make sure they operate correctly
- b. Lining LF _____%RF _____%LR _____%RR _____%
- c. Breakaway Operation –Make sure brakes apply correctly when breakaway is activated.
 - 1. Breakaway Battery Voltage – Volts

4). Lighting

- a. Lights –Make sure all lights are bright & working correctly.
- b. Wiring – Check all wiring & connections for damage & corrosion.
- c. Plug – Check for damage, corrosion & for correct operation.

Deficiencies identified and recommended additional work:

Technician _____

Shop Foreman _____

Date _____

SERVICES AGREEMENT # C-100032

This Agreement made and entered into this 26th of April, 2019, by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Wapiti NW, hereinafter referred to as "Contractor", whose address is 7319 NE 37th Avenue, Vancouver, WA 98665.

WHEREAS, the City desires to engage the Contractor to provide preventative maintenance (PM), general Repair, and new vehicle & equipment upfitting services as needed. Contractor has agreed to offer its services to perform said work and

WHEREAS, the Contractor has represented by entering into this Agreement and by its response to Request for Proposal # 9-19 (RFP) that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

Contractor agrees to provide the following services on an as needed basis:

Preventative Maintenance (PM)

The City's vehicles are maintained on regular service intervals either by time or usage. These intervals are indicated by either PM A, PM B, PM C, etc. with the related PM checklist. Appendix B are samples of the PM checklists.

For PM work each unit will have their related PM service checklist completed with any deficiencies reported on the checklist, dated and signed by the performing certified technician and shop foreman, manager or designee. Any additional service work outside of the PM service checklist shall be approved by the City prior to conducting the work. In addition, a repair estimate must be prepared, quoted, and signed off on by the Equipment Service Superintendent or designee prior to the start of work. The Contractor shall notify Equipment Service immediately of any safety related issues.

General Repairs

Provide service & repairs to all common mechanical and electrical systems on an as needed basis.

New Vehicle & Equipment Upfitting

Provide labor to install upfitting equipment in City vehicles. Items to be installed include, but are not limited to, fire extinguishers, first aid kits, city decals and logos, light bars, strobe lights, mobile radios and antennas, consoles, brackets, and related switches.

Services will include provision and installation of equipment including all wiring, fabrication and removal and reinstallation of interior and exterior vehicle parts as required and requested. All wiring runs, equipment locations, fuse layouts are to be identical on every unit. A lid covering the fuse panel shall indicate the location and function of each fuse within the panel.

The City will provide the related aftermarket equipment necessary for the installation.

This agreement is a purchase of services at the rates proposed in the Contractor's Proposal dated April 1, 2019, by reference made a part of this agreement. Payment for these services shall not exceed \$300,000 unless authorized in writing by the City, according to section 14 of this

Agreement. If additional time is needed, please refer to section 5 of this agreement. A written amendment must be attached.

2. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

3. E-Verify

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. Time of Performance.

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed services hereunder shall be completed by April 30, 2024.

5. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

6. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit invoices to City covering both professional fees and project expenses, if any. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (po) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

7. Ownership of Work Product.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

8. Termination.

The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon “notice of termination” given by the City.

9. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

10. City Business and Occupation License.

In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless allocable exemptions apply. Businesses/contractors shall contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or to the City's website found at

www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

12. Insurance.

The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out

of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury and property damage and not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage if working in the public right of way.

The Contractor agrees to the following requirements relating to insurance coverage:

a. Liability Insurance. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, automobile policy. The City shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the City upon request.

b. Garage Keepers Liability. The Contractor shall maintain Garage Keepers Liability insurance with a limit of not less than five hundred thousand dollars (\$500,000) for each occurrence and aggregate.

c. Additional Insured: City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement ISO Form CG 2010 or its equivalent in favor of the City must be included with the certificate of insurance.

d. The General Liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

e. Worker's Compensation. The Contractor shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

f. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "Acord" or comparable form.

13. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City: Anna Vogel
City of Vancouver
415 West 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor: John Muonio
Wapiti NW
7319 NE 37th Avenue
Vancouver WA 98665

14. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written

amendments to this Agreement. The City Manager is hereby authorized to execute amendments on behalf of the City, including changes of compensation up to ten (10) percent of the original value.

15. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

16. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

17. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this 26th day of April, 2019

CITY OF VANCOUVER, a municipal corporation

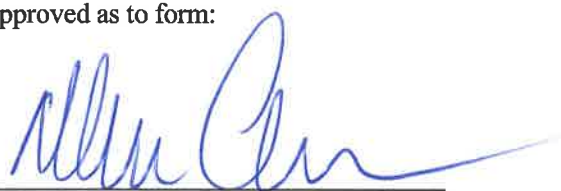
BY: 
Anna L. Vogel, Procurement Services Manager

, Contractor

BY: John Muonio

Title President

Approved as to form:


Debra Quinn, Assistant City Attorney for
Bronson Potter, City Attorney

SERVICE AGREEMENT C-100032

AMENDMENT No. 1

GENERAL REPAIR & VEHICLE UPFITTING SERVICES

This Agreement amends the Services Agreement number C-100032 by and between the City of Vancouver, hereinafter referred to as “City”, and Wapiti NW LLC hereinafter referred to as "Contractor", whose address is PO Box 1692, Brush Prairie, WA 98606, for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$700,000 to a revised authorized not-to-exceed amount of \$1,000,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Wapiti NW LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report: 048-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/11/2022

SUBJECT 2021 Joint Agency Road Preservation Project (#072821), per Clark County Bid PRJ0000974, Contract Amendment for street preservation (#072822)

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb to curb work completed.
- The project includes approximately 50 lane miles of street preservation. Additional street preservation work will be performed under the 2022 Slurry Seal contract.
- City maintenance crews do not have adequate staff or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

Goal 1, Objective 1.2 of the City's Strategic Plan: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

On March 16, 2021, the City received bids for the 2021 Joint Agency Road Preservation Project, which was awarded to Doolittle Construction, LLC, of Bellevue, WA with the City of Vancouver's portion of the work being approved for \$1,367,486.00. As part of the bid, the contractor executed a separate contract with each agency. In addition, the participating agencies reserved the right to extend the contract for two (2) one (1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and the amount of work.

At the end of 2021, the City and County met to discuss a contract extension with Doolittle Construction, LLC, for 2022 and decided that it was in the City's best interests to do so. Street lists and 2022 work quantities were sent to Doolittle Construction, LLC, and the proposed 2022 pricing was agreed upon for the unit bid items. The overall adjusted price increase was approximately 48% from last year's prices. Most of the price increase is due to increased oil and striping costs. Increased oil cost affects both product costs, since oil is a primary component of

the product and fuel cost to construct the project, such as trucking and running equipment. Striping costs have also risen significantly because of inflation for labor, paint, and fueling. Other factors that contributed to the price increase include inflation for labor, lodging, and aggregates.

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Doolittle Construction, LLC, of Bellevue, WA has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 860 hours of apprentice time of the estimating a total of 6,819 applicable labor hours for the project.

Advantage(s)

1. Will result in improved pavement on approximately 50 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City and Clark County are working cooperatively to make the best use of limited funds and save administrative costs and time during the bidding process by extending the contract.
3. Will result in lower overall construction costs than re-bidding the project since oil prices were quoted prior to the recent surge in worldwide pricing.
4. Will reduce higher maintenance costs on City streets, as well as extend the life of the pavement before more costly treatments are required.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive over the new surface within a few hours at most, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete in a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Funding Initiative Fund (\$2,800,000). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On April 11, 2022, authorize the City Manager or designee to execute an amendment to the Doolittle Construction, LLC, Bellevue, WA construction contract for the 2021 Joint Agency Road Preservation Contract Amendment for street preservation project for one (1) additional year for their adjusted bid price of \$2,793,168.39 for a total contract amount of \$4,160,654.39, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- ▣ Pavement Street Map
- ▣ Contract Amendment
- ▣ Contract

CONTRACT #C-100622
AMENDMENT No. 1
ITB 21-21: 2021 Preservation Project with Clark County

This Agreement amends the public works Contract number C-100622 by and between the City of Vancouver, hereinafter referred to as "City", and Doolittle Construction LLC hereinafter referred to as "Contractor," whose address is 1900 118th Ave SE, Bellevue, WA 98005, for services offered.

This amendment amends the original Contract as follows:

1. This Work shall be performed on the streets listed in herein attached spreadsheet and by reference made part of this Amendment "City of Vancouver 2022 Preservation Streets List" and as shown on herein attached "City of Vancouver 2022 Street Preservation Map" and "City of Vancouver 2022 Preservation Streets" and hereby reference made part of this Amendment.
2. Compensation for work performed shall be calculated based on updated pricing contained in herein attached document and hereby reference made part of this Amendment "2022 Pavement Preservation Proposal - COV".
3. Total compensation to Contractor for above work performed shall not exceed \$2,793,168.39 as detailed in herein attached spreadsheet and hereby reference made part of this Amendment. Any changes must be approved by written change order on City authorized forms and signed by all parties.
4. All of the work on this project shall be physically complete by September 19, 2022. The Contractor shall also meet the following interim dates:
 - a. Slurry sealing, chip and fog seal work cannot start before July 5, 2022 and shall be completed by August 22, 2022.
 - b. Micro-surfacing shall not start until July 21 unless notified otherwise by the engineer.
 - c. Chip seal for cape seal streets shall be completed by August 15, 2022.
5. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original Contract.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Doolittle Construction, LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

City of Vancouver 2022 Preservation Streets List

MAP #	STREET & SEGMENT ID	STREET NAME	FROM STREET NAME	TO STREET NAME	LENGTH	WIDTH	AREA	TREATMENT	
1	00211000 - 0010	SE CHKALOV DR	SE MCGILLIVRAY BLVD	SE 7TH ST	535	63	3745	MICROSURFACING - TYPE 3	
1	00211000 - 0020	SE CHKALOV DR	SE 7TH ST	SE MILL PLAIN BLVD	1815	63	12705	MICROSURFACING - TYPE 3	
							16450		
2	00094800 - 0030	SE 136TH AVE	SE 7TH ST	SE MILL PLAIN BLVD	610	62	4202	MICROSURFACING - TYPE 3	See Note #2
2	00094800 - 0040	SE 136TH AVE	SE MILL PLAIN BLVD	NE 136TH AVE	980	64	6969	MICROSURFACING - TYPE 3	
2	00094900 - 0010	NE 136TH AVE	SE 136TH AVE	E 4TH ST	860	63	6020	MICROSURFACING - TYPE 3	
							17191		
3	00213500 - 0030	NE COUNTRYSIDE DR	NE 6TH ST	NE 7TH ST	345	40	1533	CAPE SEAL WITH MICRO 2	
3	00213500 - 0040	NE COUNTRYSIDE DR	NE 7TH ST	NE 154TH AVE	310	40	1378	CAPE SEAL WITH MICRO 2	
3	00213500 - 0050	NE COUNTRYSIDE DR	NE 154TH AVE	NE BLUEGRASS DR	190	40	844	CAPE SEAL WITH MICRO 2	
3	00213500 - 0060	NE COUNTRYSIDE DR	NE BLUEGRASS DR	NE 9TH WY	325	40	1444	CAPE SEAL WITH MICRO 2	
3	00213500 - 0070	NE COUNTRYSIDE DR	NE 9TH WY	NE 155TH AVE	130	30	433	CAPE SEAL WITH MICRO 2	
3	00108300 - 0090	SE 155TH AVE	SE MILL PLAIN BLVD	SE 5TH ST	520	42	2427	CAPE SEAL WITH MICRO 2	
3	00108300 - 0100	SE 155TH AVE	SE 5TH ST	SE 4TH ST	265	42	1237	CAPE SEAL WITH MICRO 2	
3	00108300 - 0110	SE 155TH AVE	SE 4TH ST	SE 3RD ST	455	42	2123	CAPE SEAL WITH MICRO 2	
3	00108300 - 0120	SE 155TH AVE	SE 3RD ST	SE 1ST ST	460	42	2147	CAPE SEAL WITH MICRO 2	
3	00108400 - 0030	NE 155TH AVE	NE COUNTRYSIDE DR	NE 12TH ST	635	30	2117	CAPE SEAL WITH MICRO 2	
3	00108400 - 0040	NE 155TH AVE	NE 12TH ST	NE 12TH WAY	250	40	1111	CAPE SEAL WITH MICRO 2	
3	00108400 - 0050	NE 155TH AVE	NE 12TH WAY	NE 14TH ST	500	30	1667	CAPE SEAL WITH MICRO 2	
							18461		
4	00034500 - 0170	NE 35TH ST	NE 145TH AVE	NE 148TH AVE	300	40	1333	CAPE SEAL WITH SLURRY	
4	00035500 - 0200	NE 36TH ST	CUL-DE-SAC	NE 143RD AVE	455	40	2022	CAPE SEAL WITH SLURRY	
4	00036300 - 0130	NE 37TH ST	NE 146TH CT	NE 148TH CT	500	40	2222	CAPE SEAL WITH SLURRY	
4	00036800 - 0120	NE 38TH CIR	CUL-DE-SAC	NE 145TH AVE	200	40	889	CAPE SEAL WITH SLURRY	
4	00100300 - 0110	NE 143RD AVE	NE POWERS ST	CUL-DE-SAC	305	40	1356	CAPE SEAL WITH SLURRY	
4	00100300 - 0115	NE 143RD AVE	NE 143RD AVE	CUL-DE-SAC	165	40	733	CAPE SEAL WITH SLURRY	
4	00100300 - 0117	NE 143RD AVE	CUL-DE-SAC	NE SPRINGWOOD CT	385	40	1711	CAPE SEAL WITH SLURRY	
4	00100300 - 0120	NE 143RD AVE	NE SPRINGWOOD CT	NE 39TH ST	300	40	1333	CAPE SEAL WITH SLURRY	
4	00101500 - 0060	NE 145TH AVE	END SECTION	NE POWERS ST	200	40	889	CAPE SEAL WITH SLURRY	
4	00101500 - 0070	NE 145TH AVE	NE POWERS ST	NE 35TH ST	200	40	889	CAPE SEAL WITH SLURRY	
4	00101500 - 0080	NE 145TH AVE	NE 35TH ST	NE 38TH CIR	885	40	3933	CAPE SEAL WITH SLURRY	
4	00101500 - 0090	NE 145TH AVE	NE 38TH CIR	NE 39TH ST	300	40	1333	CAPE SEAL WITH SLURRY	
4	00103600 - 0130	NE 148TH AVE	NE 34TH ST	NE 35TH ST	400	40	1778	CAPE SEAL WITH SLURRY	
4	00103600 - 0140	NE 148TH AVE	NE 35TH ST	NE ORION ST	300	40	1333	CAPE SEAL WITH SLURRY	
4	00103600 - 0150	NE 148TH AVE	NE ORION ST	NE 37TH ST	320	40	1422	CAPE SEAL WITH SLURRY	
4	00103700 - 0110	NE 148TH CT	NE 37TH ST	CUL-DE-SAC	200	40	889	CAPE SEAL WITH SLURRY	
4	00250300 - 0010	NE ORION ST	CUL-DE-SAC	NE 148TH AVE	130	40	578	CAPE SEAL WITH SLURRY	
4	00254500 - 0010	NE POWERS CT	CUL-DE-SAC	NE POWERS ST	300	40	1333	CAPE SEAL WITH SLURRY	
4	00254600 - 0010	NE POWERS ST	NE 143RD AVE	NE POWERS CT	350	40	1556	CAPE SEAL WITH SLURRY	

4	00254600 - 0020	NE POWERS ST	NE POWERS CT	NE 145TH AVE	350	40	1556	CAPE SEAL WITH SLURRY
4	00254600 - 0030	NE POWERS ST	NE 145TH AVE	NE 145TH AVE	282	40	1252	CAPE SEAL WITH SLURRY
4	00260900 - 0010	NE SPRINGWOOD CT	CUL-DE-SAC	NE 143RD AVE	300	40	1333	CAPE SEAL WITH SLURRY
31675								
5	00113600 - 0120	NE 162ND AVE	NE 18TH ST	NE 20TH ST	620	54	3720	ASPHALT RUBBER CHIP SEAL
5	00113600 - 0125	NE 162ND AVE	NE 20TH ST	NE 23RD ST	715	54	4290	ASPHALT RUBBER CHIP SEAL
5	00113600 - 0130	NE 162ND AVE	NE 23RD ST	NE 28TH ST	1280	54	7680	ASPHALT RUBBER CHIP SEAL
5	00113600 - 0140	NE 162ND AVE	NE 28TH AVE	NE 34TH ST	1325	56	8244	ASPHALT RUBBER CHIP SEAL
5	00113600 - 0150	NE 162ND AVE	NE 34TH ST	NE 37TH ST	800	56	4978	ASPHALT RUBBER CHIP SEAL
5	00113600 - 0160	NE 162ND AVE	NE 37TH ST	NE 39TH ST	560	56	3484	ASPHALT RUBBER CHIP SEAL
5	00113600 - 0170	NE 162ND AVE	NE 39TH ST	NE 43RD ST	905	60	6033	ASPHALT RUBBER CHIP SEAL
5	00113600 - 0175	NE 162ND AVE	NE 43RD ST	NE POPLAR ST	844	60	5627	ASPHALT RUBBER CHIP SEAL
5	00113600 - 0180	NE 162ND AVE	NE POPLAR ST	NE 65TH ST	5370	70	41767	ASPHALT RUBBER CHIP SEAL
5	00113600 - 0500	NE 162ND AVE	NE 65TH ST	NE FOURTH PLAIN BLVD	825	93	8525	ASPHALT RUBBER CHIP SEAL
94348								
6	00015300 - 0230	SE 15TH ST	SE 164TH AVE	SE TECH CENTER PL	938	48	5003	MICROSURFACING - TYPE 3
6	00015300 - 0240	SE 15TH ST	SE TECH CENTER PL	SE 171ST PL	1110	48	5920	MICROSURFACING - TYPE 3
6	00015300 - 0250	SE 15TH ST	SE 171ST PL	SE 176TH AVE	1045	38	4412	MICROSURFACING - TYPE 3
6	00015300 - 0255	SE 15TH ST	SE 176TH AVE	SE 177TH AVE	345	38	1457	MICROSURFACING - TYPE 3
6	00015300 - 0260	SE 15TH ST	SE 177TH AVE	SE 179TH AVE	400	38	1689	MICROSURFACING - TYPE 3
6	00015300 - 0270	SE 15TH ST	SE 179TH AVE	SE 181ST AVE	470	38	1984	MICROSURFACING - TYPE 3
6	00015300 - 0275	SE 15TH ST	SE 181ST AVE	SE 182ND AVE	372	38	1573	MICROSURFACING - TYPE 3
6	00015300 - 0280	SE 15TH ST	SE 182ND AVE	SE 185TH AVE	708	38	2989	MICROSURFACING - TYPE 3
6	00015300 - 0283	SE 15TH ST	SE 185TH AVE	SE 188TH AVE	835	32	2969	MICROSURFACING - TYPE 3
6	00015300 - 0285	SE 15TH ST	SE 188TH AVE	SE 189TH AVE	330	40	1467	MICROSURFACING - TYPE 3
6	00015300 - 0286	SE 15TH ST	SE 189TH AVE	SE 192ND AVE	665	24	1773	MICROSURFACING - TYPE 3
6	00015300 - 0290	SE 15TH ST	SE 192ND AVE	SE 194TH PL	338	41	1540	CAPE SEAL WITH MICRO
6	00015300 - 0295	SE 15TH ST	SE 194TH PL	SE 195TH AVE	337	34	1273	CAPE SEAL WITH MICRO
6	00207700 - 0010	SE BYBEE RD	SE 195TH AVE	SE 196TH AVE	417	34	1575	CAPE SEAL WITH MICRO
6	00207700 - 0020	SE BYBEE RD	SE 196TH AVE	CITY BOUNDARY	265	34	1001	CAPE SEAL WITH MICRO
	N/A - CAMAS STREET	SE BYBEE RD	VANCOUVER CITY LIMITS	NW 38TH AVE	2707	25	7519	CAPE SEAL WITH MICRO
44145								
6	00020300 - 0060	SE 20TH ST	SE 169TH AVE	SE 172ND AVE	800	64	5689	MICROSURFACING - TYPE 3
6	00020300 - 0070	SE 20TH ST	SE 172ND AVE	SE 176TH AVE	880	63	6160	MICROSURFACING - TYPE 3
6	00020300 - 0080	SE 20TH ST	SE 176TH AVE	SE 180TH AVE	1050	63	7350	MICROSURFACING - TYPE 3
6	00020300 - 0090	SE 20TH ST	SE 180TH AVE	SE 184TH AVE	1035	63	7245	MICROSURFACING - TYPE 3
6	00020300 - 0100	SE 20TH ST	SE 184TH AVE	SE 188TH AVE	1150	63	8050	MICROSURFACING - TYPE 3
6	00020300 - 0110	SE 20TH ST	SE 188TH AVE	SE 192ND AVE	1000	63	7000	MICROSURFACING - TYPE 3
6	00020300 - 0120	SE 20TH ST	SE 192ND AVE	UNNAMED PRIVATE	436	56	2713	MICROSURFACING - TYPE 3
6	00020300 - 0125	SE 20TH ST	UNNAMED PRIVATE	CITY BOUNDARY	287	47	1497	MICROSURFACING - TYPE 3
45703								
6	00118050 - 0065	SE 176TH AVE	SE 34TH ST	SE 32ND ST	370	39	1603	MICROSURFACING - TYPE 3

6	00118050 - 0075	SE 176TH AVE	SE 32ND ST	SE 29TH ST	935	39	4052	MICROSURFACING - TYPE 3
6	00118050 - 0090	SE 176TH AVE	SE 29TH ST	SE 25TH ST	1105	39	4788	MICROSURFACING - TYPE 3
6	00118050 - 0110	SE 176TH AVE	SE 25TH ST	SE 23RD ST	455	39	1972	MICROSURFACING - TYPE 3
6	00118050 - 0120	SE 176TH AVE	SE 23RD ST	SE 22ND ST	475	39	2058	MICROSURFACING - TYPE 3
6	00118050 - 0125	SE 176TH AVE	SE 22ND ST	SE 20TH ST	400	39	1733	MICROSURFACING - TYPE 3
6	00118050 - 0135	SE 176TH AVE	SE 20TH ST	SE 17TH WAY	630	37	2590	MICROSURFACING - TYPE 3
6	00118050 - 0150	SE 176TH AVE	SE 17TH WAY	SE 16TH CIR	385	38	1626	MICROSURFACING - TYPE 3
6	00118050 - 0155	SE 176TH AVE	SE 16TH CIR	SE 15TH ST	250	37	1028	MICROSURFACING - TYPE 3

21450

6	00119000 - 0065	SE 192ND AVE	SE 34TH ST	SE 31ST ST	632	82	5758	MICROSURFACING - TYPE 3
6	00119000 - 0080	SE 192ND AVE	SE 31ST ST	SE 25TH ST	1770	66	12980	MICROSURFACING - TYPE 3
6	00119000 - 0110	SE 192ND AVE	SE 25TH ST	SE 20TH ST	940	66	6893	MICROSURFACING - TYPE 3
6	00119000 - 0135	SE 192ND AVE	SE 20TH ST	SE 15TH ST	1195	66	8763	MICROSURFACING - TYPE 3
6	00119000 - 0160	SE 192ND AVE	SE 15TH ST	SE 12TH WAY	1055	66	7737	MICROSURFACING - TYPE 3
6	00119000 - 0175	SE 192ND AVE	SE 12TH WAY	SE WESTRIDGE BLVD	670	66	4913	MICROSURFACING - TYPE 3
6	00119000 - 0185	SE 192ND AVE	SE WESTRIDGE BLVD	SE MILL PLAIN BLVD	835	66	6123	MICROSURFACING - TYPE 3
6	00119000 - 0210	SE 192ND AVE	SE MILL PLAIN BLVD	SE 1ST ST	1585	66	11623	MICROSURFACING - TYPE 3

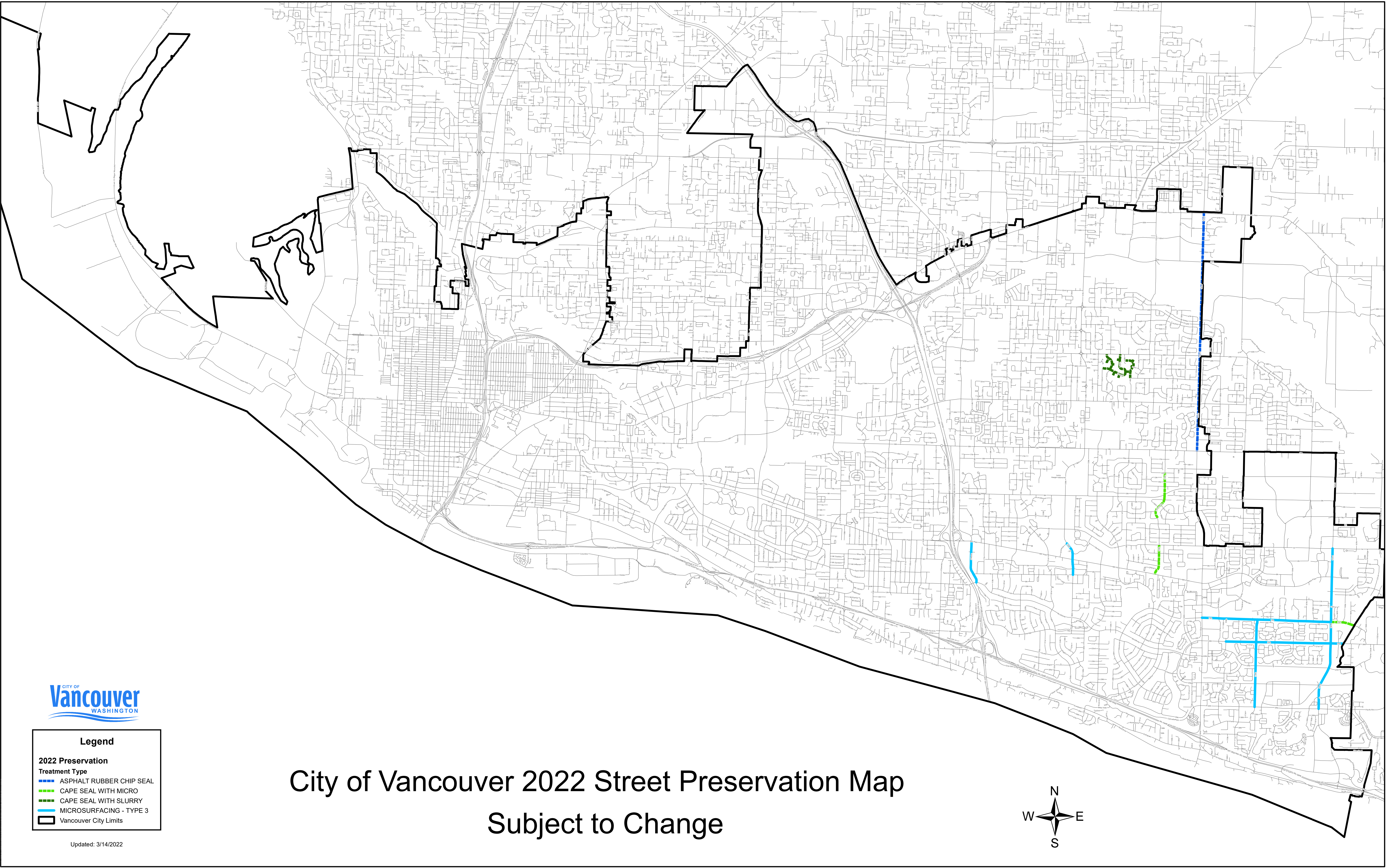
64792

Notes:

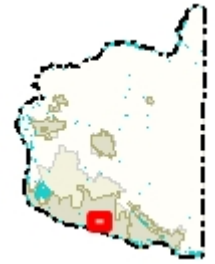
1. The City of Vancouver's streets are segmented block to block, south to north and west to east, therefore, intersections are double counted. Quantities listed are approximations and are listed only to provide a common proposal for bidders. All quantities will be measured in the field and agreed upon between the inspector and the contractor.
2. Segment shortened to reflect length of asphalt pavement section. Do not microsurface the remainder of the section that is a concrete roadway.

Total SY = 354215

Total Lane Miles = 50

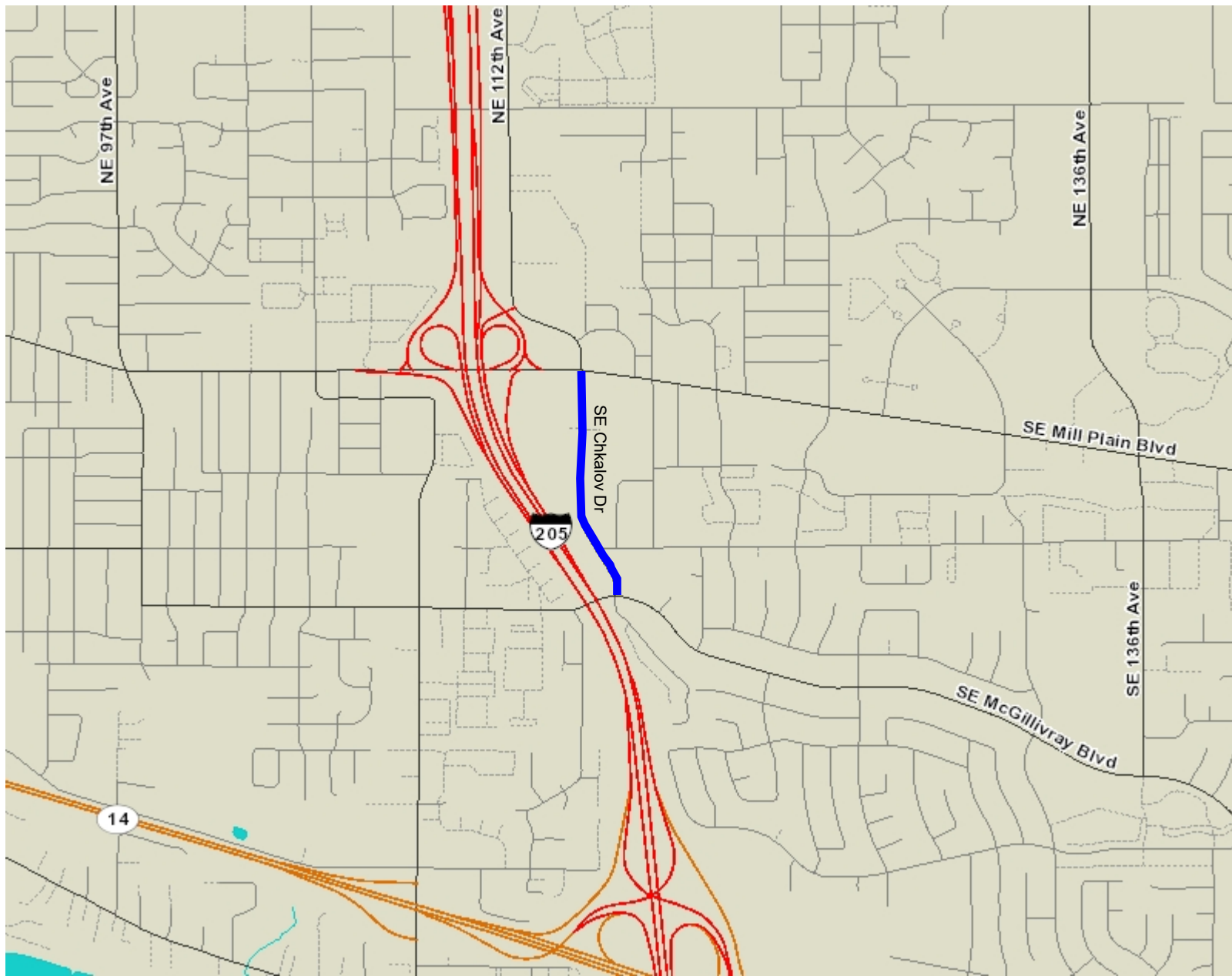


Map #1 City of Vancouver 2022 Preservation Streets - **SE Chkalov Dr**



Legend

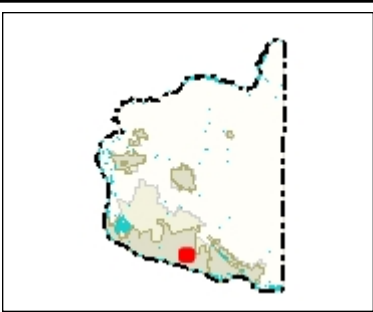
-  Cities Boundaries
-  Urban Growth Boundaries



Notes:

-  = Type 3 Microsurfacing
- 1. Treatment limits will be marked in the field.
- 2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #2 City of Vancouver 2022 Preservation Streets - **SE/NE** 136th Ave



Legend

 Cities Boundaries
 Urban Growth Boundaries

Notes:

 = Type 3 Microsurfacing

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

 = Type 3 Microsurfacing

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #3 City of Vancouver 2022 Preservation Streets - **SE/NE 155th Ave**



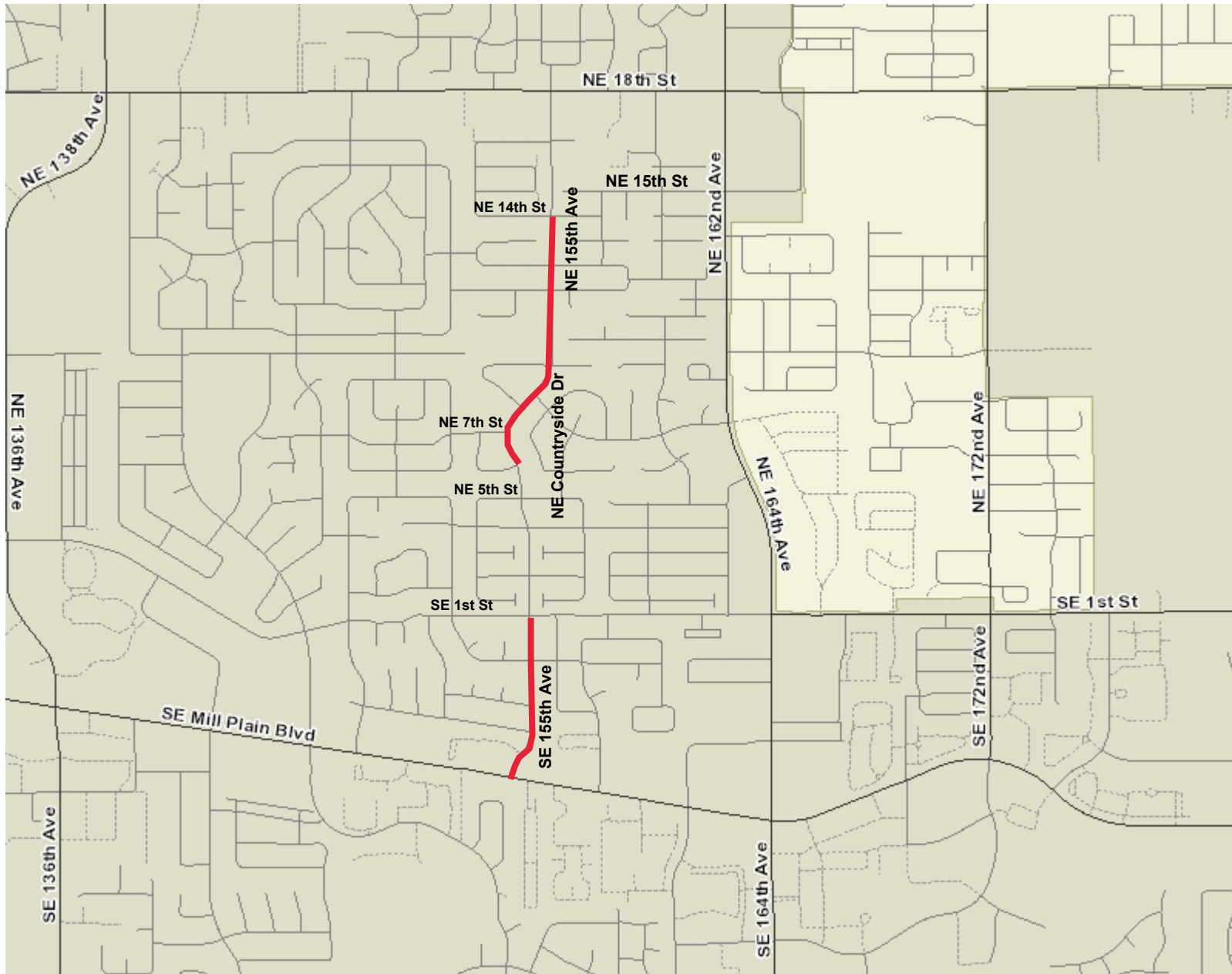
Legend

-  Cities Boundaries
-  Urban Growth Boundaries

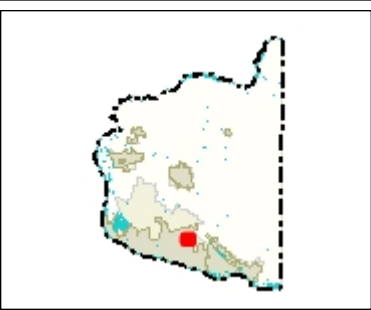
Notes:

 = Cape Seal with Type 3 Micro

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.



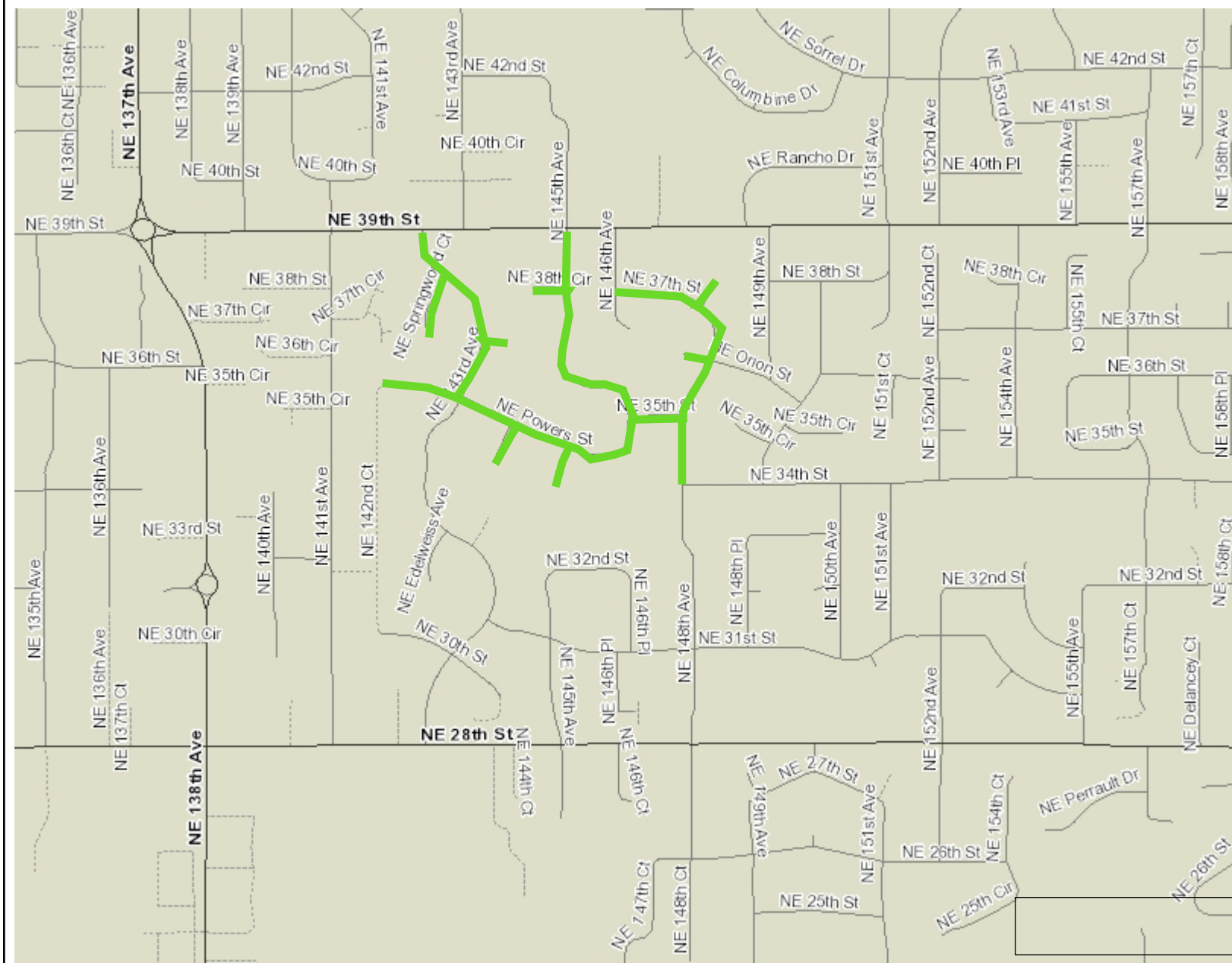
Map #4 City of Vancouver 2022 Preservation Streets -
Burnt Bridge Creek Neighborhood



Legend

- Cities Boundaries
- Urban Growth Boundaries

-  Cities Boundaries
 Urban Growth Boundaries



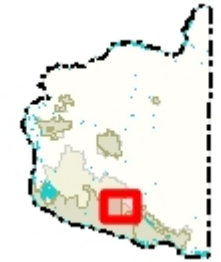
Notes:

 = Cape Seal with Slurry

- = Cape Seal with Slurry

1. Treatment limits will be marked in the field.
2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #5 City of Vancouver 2022 Preservation Streets - NE 162nd Ave



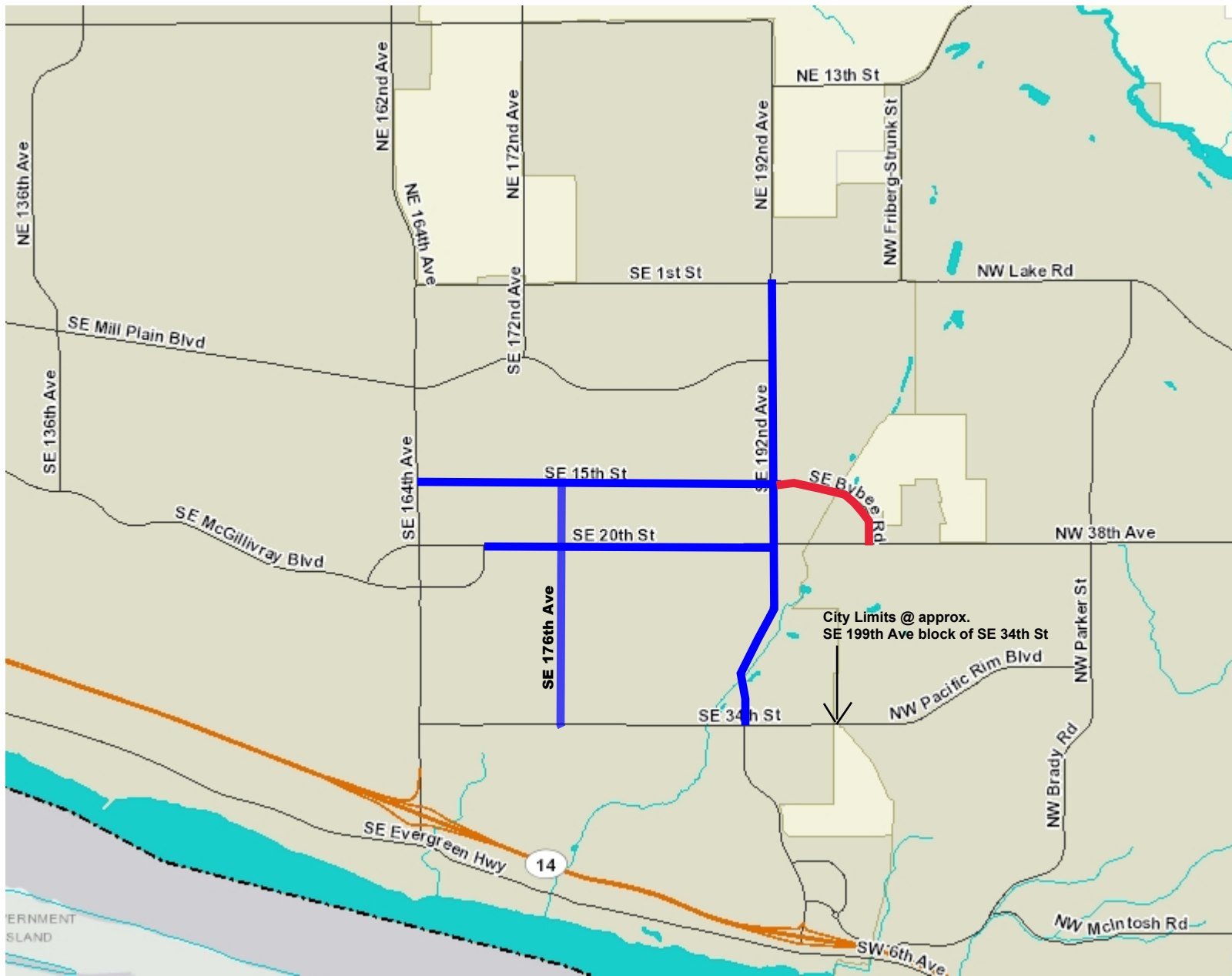
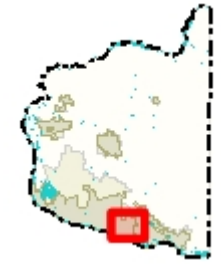
Legend

- Cities Boundaries
- Urban Growth Boundaries

Notes:

- = Asphalt Rubber Chip Seal
- 1. Treatment limits will be marked in the field.
- 2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

Map #6 City of Vancouver 2022 Preservation Streets - 192nd Ave Corridor



Legend

- Cities Boundaries
- Urban Growth Boundaries

Notes:

- = Type 3 Microsurfacing
- = Cape Seal with Type 3 Micro

- Treatment limits will be marked in the field.
- Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

2022 Pavement Preservation Proposal - COV

Monday, March 7, 2022

Bid items marked with an asterisk (*) and having the same bid item description shall have the same unit prices between all schedules.

SCHEDULE "A" - CITY OF VANCOUVER - SLURRY SEAL, CHIP SEALING, AND MICRO-SURFACING

Item No.	Description	Quantity	Unit	Unit Price	Anticipated Cost
1A	Mobilization	1	LS	\$110,000.00	\$ 110,000.00
2A	Project Temporary Traffic Control	1	LS	\$90,000.00	\$ 90,000.00
3A	Flaggers	1,500	HOUR	\$73.63	\$ 110,445.00
4A	Portable Changeable Message Sign	6	EA	\$3,875.00	\$ 23,250.00
5A	Sequential Arrow Sign	120	HOUR	\$40.00	\$ 4,800.00
6A	Latex Modified Slurry Seal Type 2	30,100	SY	\$2.84	\$ 85,484.00
7A	3/8-Inch Asphalt Rubber Chip Seal	133,800	SY	\$6.84	\$ 915,192.00
8A	Micro-Surfacing Type 2	18,900	SY	\$3.43	\$ 64,827.00
9A	Micro-Surfacing Type 3	210,200	SY	\$3.43	\$ 720,986.00
10A	Asphalt for Fog Seal	94,400	SY	\$0.89	\$ 84,016.00
11A	Raised Pavement Marker Type 1W	27	HUND	\$600.00	\$ 16,200.00
12A	Raised Pavement Marker Type 2YY	29	HUND	\$600.00	\$ 17,400.00
13A	Painted 4" Line	76,290	LF	\$0.40	\$ 30,516.00
14A	Painted 8" Line	115,739	LF	\$0.50	\$ 57,869.50
15A	Thermoplastic 8" Line	15,420	LF	\$2.35	\$ 36,237.00
16A	Plastic Stop Line	2,565	LF	\$11.75	\$ 30,138.75
17A	24" Plastic Crosswalk Line	10,890	SF	\$6.00	\$ 65,340.00
18A	Plastic Traffic Arrow	200	EA	\$260.00	\$ 52,000.00
19A	Plastic Traffic Letter	15	EA	\$94.00	\$ 1,410.00
20A	Plastic Bicycle Lane Symbol	163	EA	\$270.00	\$ 44,010.00
21A	Plastic Bicycle Stencil for Shared Roadways	1	EA	\$270.00	\$ 270.00
22A	Plastic Bicycle Marking Green	3,172	SF	\$8.00	\$ 25,376.00
23A	Tubular Markers	34	EA	\$140.00	\$ 4,760.00
24A	Removing Paint Line	110,106	LF	\$0.44	\$ 48,446.64
25A	Removing Plastic Line	30,205	LF	\$1.30	\$ 39,266.50
26A	Removing Plastic Crosswalk Line	11,542	SF	\$4.00	\$ 46,168.00
27A	Removing Plastic Traffic Marking	422	EA	\$80.00	\$ 33,760.00
28A	Removing Raised Pavement Markings	1	LS	\$35,000.00	\$ 35,000.00
Subtotal: Schedule "A" =					\$ 2,793,168.39



CONTRACT # C-100622
ITB 21-21: 2021 Joint Agency Road Preservation Project

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Doolittle Construction LLC hereinafter referred to as "Contractor," whose address is 1900 118th Ave SE Bellevue WA 98005, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2021 Joint Agency Road Preservation Project. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-21 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on April 26, 2021 per Staff Report No. 063-21; and

WHEREAS, the Contractor has represented by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the improvement of various roads the City of Vancouver by placing slurry seal, chip seal, micro-surfacing, fog seal, striping, and pavement marking per the attached Project Lists and Plans and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications., hereafter referred to as "Work."

The Work shall be fully complete no later than September 20, 2021. Slurry seal, micro-surfacing, chip, and fog seal work shall be completed by August 23, 2021, Chip seal for cape seal streets shall be completed by August 16, 2021.

The City intends to award this Contract for an initial period of one (1) year with the option to extend for up to two (2) additional years.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United

States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$1,367,486.00.

The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

9. DISPUTE RESOLUTION: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/Lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

12. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor

and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 13. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 21. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 22. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
- In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.
- 23. TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Aaron Kindt
Doolittle Construction LLC
1900 118th Ave SE
Bellevue WA 98005

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



75A9183485CA467...

Eric Holmes, City Manager

5/5/2021

Date

Attest:

DocuSigned by:



BCF0734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F094A2...

Jonathan Young, City Attorney

CONTRACTOR:

Doolittle Construction LLC

DocuSigned by:



47E714BD07A54GC...

Signature

Aaron Kindt President

Printed Name /Title

5/3/2021

Date



Staff Report: 049-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/11/2022

SUBJECT Bid Award for the 2022 Pavement Repairs (072822), per Bid #22-20

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The purpose of this contract is to repair areas of failed pavement on streets that are scheduled for maintenance in the annual pavement preservation program.
- City maintenance crews do not have the capacity to do this amount of pavement repair before the annual pavement preservation program begins.

Strategic Plan Alignment

Goal 1, Objective 1.2 of the City's Strategic Plan: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation

The 2022 Pavement Repairs Project is being constructed as part of the pavement management program. This project involves repairing failed pavement on streets that will receive a preservation treatment in 2022. Preservation treatments include microsurfacing, slurry sealing, chip sealing, and cape sealing. Most of the pavement on the streets selected for preservation is in fair condition and is ready for a preservation treatment. However, areas of failed pavement need to be repaired before a preservation treatment may be placed on them. This is work that has been done every year to prepare the streets for preservation.

This project also includes streets that are not receiving a preservation treatment this year. Poor pavement condition on selected streets is leading to excessive maintenance costs for city crews to do ongoing repairs such as filling potholes and ruts on those streets. It will be more cost effective to do pavement repairs than to continue doing maintenance repairs on them.

The attached vicinity map shows where streets will receive pavement repairs. Corridors include St Helens Ave, NE 164th Ave, SE 155th Ave/SE Courtyards Dr., NE/SE 136th Ave, SE 15th St, SE 20th St, SE 176th Ave, SE 192nd Ave, SE Chkalov Dr., and various streets in the Parkside

and Village at Fisher's Landing Neighborhood Associations.

On March 16, 2021 the City received four bids for the subject project. The bids ranged from \$1,345,460.00 to \$1,864,980.00 dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Granite Construction Co., Vancouver, WA	\$ 1,345,460.00
Lakeside Industries, Vancouver, WA	\$ 1,476,925.00
Central Paving LLC, Ellensburg, WA	\$ 1,528,380.00
Brix Paving NW, Inc., Tualatin, OR	\$ 1,864,980.00
Engineers' Estimate	\$ 1,400,000.00

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Granite Construction Co. of Vancouver, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 150 hours of apprentice time of the estimating a total of 4,205 applicable labor hours for the project.

Advantage(s)

1. Will result in preparing the streets for the upcoming Preservation Project on arterials and within neighborhoods protecting the City's investment in its street network.
2. Will reduce higher future maintenance costs on City streets.
3. Will follow through on commitments and improve neighborhood livability.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period along the corridors; however, the construction duration is short and lane closures will be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. To mitigate for noise, the contractor will be required to comply with a noise variance for night time work. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project is currently funded through the Pavement Management Program from the Street Funding Initiative Fund (\$1,400,000.00). Sufficient funds are budgeted to construct the project.

Prior Council Review

None

Action Requested

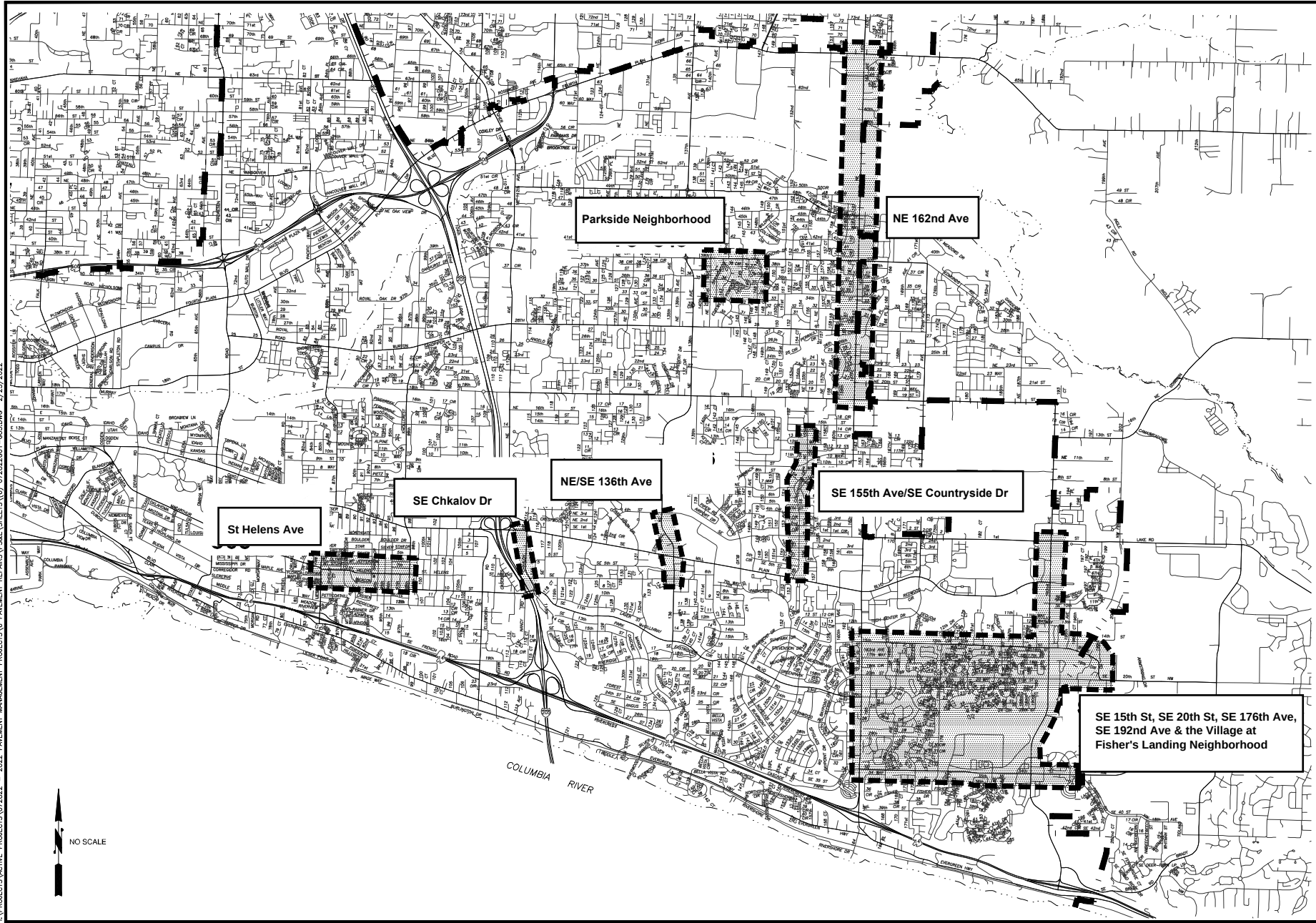
On April 11, 2022, award a construction contract for the 2022 Pavement Repairs Project to the lowest responsive and responsible bidder, Granite Construction Co., Vancouver, WA, Vancouver, Washington, at their bid price of \$1,345,460.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Contract

\\PROJECTS\ACTIVE PROJECTS\072822 - 2022 PAVEMENT MANAGEMENT PROJECTS\6 PAVEMENT REPAIRS\6 PAVEMENT REPAIRS SHEETS\6 07282201-GOLDING- 2/23/2022





FILE NAME: 07282201-G03 DATE: February 2022
DESIGNED BY: CNA
DRAWN BY: CNA
CHECKED BY: CNA
APPROVED BY: CNA
DATE: No.
REVISIONS



Christopher Steele 2022.03.01
18:34:04-08'00"

**2022 PAVEMENT
REPAIRS PROJECT**

**City of Vancouver
WASHINGTON**

Public Works

JOB NUMBER
072822

ACTIVITY
ACT00890

G03

SHEET 3 OF 57

Vicinity Map



CONTRACT # _____
ITB 22-20: 2022 Pavement Repairs

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Granite Construction Company hereinafter referred to as "Contractor," whose address is 16821 SE McGillivray Blvd., Suite B210, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2022 Pavement Repairs. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-20 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

WHEREAS, the Contractor has represented by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

1. **STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the improvement of*streets within the City of Vancouver including pavement repairs, planing of roadways, paving of existing roads, minor utility adjustments, temporary striping, *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.**

The Work shall be fully complete within 50 Working Days from the Notice to Proceed (NTP) date.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below..
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary

the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$1,345,460.00.
- The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.
- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation,

it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

12. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 13. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

18. RELATION OF PARTIES: The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

21. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

22. TERMINATION FOR CONVENIENCE: The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

23. TERMINATION FOR CAUSE: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

24. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
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 3. Addenda to the Solicitation,
 4. The Solicitation,
 5. Contractor's Proposal,
 6. Special Provisions,
 7. Contract Plan Set,

8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Granite Construction Company
16821 SE McGillivray Blvd., Suite B210
Vancouver, WA 98683

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Granite Construction Company

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report: 050-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/11/2022

SUBJECT Bid Award - Lower Grand Industrial Area Retrofits

Key Points

- The project will install new pervious concrete roadway in place of existing old asphalt concrete road, providing treatment of public roadway runoff prior to infiltration.
- The project will replace a section of water main that is at the end of its useful life, tying into to a newer water main placed in Y St. in 2018.
- Street lighting will be provided for the new roadway, increasing vehicular and pedestrian safety.
- The Surface Water portion of this project is partially funded by the Washington State Department of Ecology.

Strategic Plan Alignment

Goal 1, Objective 1.1: Develop and maintain a safe, balanced, and innovative transportation system that will meet the needs of future generations.

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

This project will retrofit stormwater treatment in the existing City of Vancouver Right-of-Way within the Lower Grand Industrial Area, using pervious concrete pavement as the treatment and roadway surface. Existing non-compliant and non-maintainable stormwater systems will be abandoned, and new overflows will be constructed to reduce flooding within the overall basin. This will reduce service calls and limit potential flooding claims in an area with high groundwater. In addition, a pedestrian sidewalk connection and updated street lighting will be incorporated to provide higher safety and level of service within the area. This project is the result of the Lower Grand Subarea Plan, which identified the need for infrastructure improvements in order to support redevelopment within the area.

On March 8, 2022, the City received 3 bids for the subject project. The bids ranged between \$1,579,803 and \$1,727,206. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Western United Civil Group, LLC, Yacolt, WA	\$1,579,803.22
Clark and Sons Excavating, Inc, Battle Ground, WA	\$1,676,914.18
Advances Excavating Specialists, LLC, Kelso, WA	\$1,727,206.38
Engineers' Estimate	\$1,700,000.00

This project is partially funded by a grant from the Washington Department of Ecology, through the Stormwater Financial Assistance Program. This program provides up to 75% of approved constructed costs for retrofits to enhance stormwater treatment. Total approved grant funds for construction of this project are \$818,206.00. Utilizing these approved grant funds to retrofit the existing roadway is a cost savings to the City of Vancouver.

Western United Civil Group, LLC acknowledges the City's requirement for Apprenticeship Utilization on this project and is anticipating meeting the 3% goal.

Advantage(s)

1. Completion of the project will follow the recommendations of the Lower Grand Subarea Plan.
2. Grant funding will result in a significant savings to the Surface Water Construction Fund.
3. Allows for the construction of a maintainable stormwater system, and provides new stormwater overflows in an area with frequent flooding events.
4. Provides new road and sidewalk for vehicular and pedestrian safety improvements.

Disadvantage(s)

Temporary traffic disturbances and inconvenience to neighboring properties unavoidable during construction.

Budget Impact

Funds for these improvements were appropriated in the following funds totaling just over \$1,582,000.

1. Schedule A – Surface Water - Surface Water Capital Budget as project number PRJ083662.
2. Schedule B – Water - Water Capital Budget as project number PRJ100439.
3. Schedule C – Illumination - Transportation Capital Budget as project number PRJ100605

Prior Council Review

None. Sufficient budget to cover this project was approved in the 2021-2022 Capital Budget.

Action Requested

On April 11, 2022 award a contract for the Lower Grand Industrial Area Retrofits project to the

lowest responsive and responsible bidder, Western United Civil Group, LLC, of Yacolt, WA at their bid price of \$1,579,803.22, which includes Washington State sales tax where applicable.

Aron Rice, Civil Engineer, 360-487-7170

ATTACHMENTS:

- ▣ Proposed Contract per Bid #22-10
- ▣ Vicinity Map



CONTRACT # _____
ITB # 22-10 LOWER GRAND INDUSTRIAL AREA LID RETROFITS

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Western United Civil Group, LLC. hereinafter referred to as "Contractor," whose address is PO Box 236, Yacolt, WA 98675, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Lower Grand Industrial Area Lid Retrofits. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-10 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

WHEREAS, the Contractor has represented by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

1. **STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This contract provides for demolishing, removal, or abandoning all existing hard surfaces and utilities on East 2nd Street and V Street, as noted on the plans. In addition, the contractor shall furnish and install all items shown on the plans excluding work by others. These items include but are not limited to pervious cement concrete roadway and sidewalk, subgrade preparation and site grading, stormwater utilities, water main replacement, illumination system, asphalt restoration, associated planting areas and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The work under the contract shall be fully completed within 120 Working Days.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$1,579,803.22.

The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the

alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/Lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

12. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 13. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the

Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

18. RELATION OF PARTIES: The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

21. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

22. TERMINATION FOR CONVENIENCE: The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

23. TERMINATION FOR CAUSE: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

24. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the

remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,

6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. City of Vancouver Standard Plans,
10. WSDOT Amendments to the WSDOT Standard Specifications,
11. WSDOT Standard Specifications,
12. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Western United Civil Group, LLC.
PO Box 236
Yacolt, WA 98675

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER, A municipal corporation

CONTRACTOR:
Western United Civil Group, LLC.

Eric Holmes, City Manager

By: (Proprietor, partner, or corporate president must sign)

Attest:

Natasha Ramras, City Clerk

Printed Name

Title

Approved as to form:

Jonathan Young, City Attorney

Lower Grand Industrial Area Low Impact Development (LID) Retrofits



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04/11/22

RESOLUTION NO. M-_____

A RESOLUTION authorizing the City of Vancouver to apply for a Heritage Capital Projects grant from the Washington State Historical Society to fund the replacement of the Howard House roof on Officers Row; providing for severability and an effective date.

WHEREAS, the City of Vancouver owns Officers Row which includes twenty-two historic structures that are part of the Vancouver National Historic Reserve, a federally designated national historic site; and

WHEREAS, the City is interested in applying for a Heritage Capital Projects grant from the Washington State Historical Society that would provide partial funding to replace the roof on the Howard House; and

WHEREAS, the grant requires a 2-to-1 financial match and funds for the match are available in the Historic Reserve capital budget; and

WHEREAS, this project would provide a roof replacement for one of the most significant buildings on Officers Row, allowing the building to continue to be used and preserved for public benefit; and

WHEREAS, the letter of interest for the Heritage Capital Projects grant requires a resolution indicating the City Council's approval of the project and authorization to apply for the grant.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

RESOLUTION - 1

Section 2. The City Council supports the Howard House roof replacement project and authorizes the City to apply for project funding through a Heritage Capital Projects grant from the Washington State Historical Society.

Section 3. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. This resolution shall be effective immediately upon adoption.

DATED this 11th day of April, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2



Staff Report: 051-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/11/2022

SUBJECT Washington State Historical Society Grant for Howard House Roof

Key Points

- The City is interested in applying for a Heritage Capital Projects grant from the Washington State Historical Society (WSHS) to replace the roof on the Howard House on Officers Row.
- The grant requires a 2-to-1 match and the funds for the match are available in the Historic Reserve capital budget.
- The grant application requires a resolution indicating the City Council's approval of the project and authorization to apply for the grant.

Strategic Plan Alignment

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors.

Goal 5, Objective 5.1: Enhance Fort Vancouver's standing as a site of historical significance – the birthplace of Pacific Northwest settlement.

Present Situation

Since 2012 the City and The Historic Trust have completed replacement of almost all the roofs of the houses on Officers Row with the exception of Building 1, Building 2, the Grant House and the Howard House. The City and the Historic Trust were successful in securing the Washington State Historical Society (WSHS) grant to partially fund the replacement of the roof on the Grant House. That work is anticipated to take place over the next 12 months. All of the roof replacements were funded in part through grants from the Washington State Historical Society (WSHS).

The City and Trust would like to apply for a 2023-2025 WSHS grant for \$175,000 to replace the roof on the Howard House. The grant process starts with a Letter of Intent (LOI) rather than the full grant application. The LOI requires a resolution indicating the City Council's approval of the

project and authorization to apply for the grant. This project will complete all of the roof replacements on Officers Row. Roof replacements will assist in continuing to preserve these historic structures. All of the buildings on Officers Row are fully occupied with a mix of residential, commercial and public uses.

Advantage(s)

Assists with the continued preservation and reuse of historic structures on Officers Row. If the funding is awarded, it would cover one-third of the cost of the roof replacement project.

Disadvantage(s)

The grant requires a 2-to-1 match so if it is awarded, the City would be responsible for providing matching funds not to exceed \$350,000.

Budget Impact

The grant requires a 2-to-1 match and the City would be responsible for providing matching funds in an amount not to exceed \$350,000. The grant and match amounts are calculated to cover the total project cost estimate of \$525,000. The current balance of capital and operating funds of the VNHR Capital Reserve, available as a local match, totals \$1.6 million, of which approximately \$280 thousand is currently set aside as a local match for the Grant House re-roofing project.

Prior Council Review

None

Action Requested

On April 11, 2022, adopt a resolution supporting the City applying for a 2023-2025 Heritage Capital Projects grant from Washington State Historical Society for replacement of the roof on the Howard House.

David Perlick, Recreation Services Manager, 360-487-8314

ATTACHMENTS:

- ▢ Resolution

04/11/22

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WHEREAS, this project would provide a roof replacement for one of the most significant buildings on Officers Row, allowing the building to continue to be used and preserved for public benefit; and

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Section 4. This resolution shall be effective immediately upon adoption.

DATED this 11th day of April, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

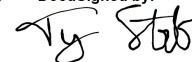
\$ 5,105,509.28 this 11th day of April 2022.

DocuSigned by:



MAYOR

DocuSigned by:



COUNCILMEMBER



AUDITING OFFICER

DocuSigned by:



COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 28, 2022 - April 3, 2022	Accounts Payable Checks (see attached)	\$ 5,046,017.68
March 28, 2022 - April 3, 2022	Hansen City Payments (see attached)	\$ 2,462.35
March 28, 2022 - April 3, 2022	Visa Refunds (see attached)	\$ 3,284.58
March 28, 2022 - April 3, 2022	Payroll Checks (see attached)	\$ 53,744.67
TOTAL		\$ 5,105,509.28

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	3/28/2022	223,227.74	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	3/28/2022	997,214.33	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	3/28/2022	312,420.44	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	3/28/2022	20,690.64	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	3/29/2022	12,635.49	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	3/29/2022	29,705.17	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	3/29/2022	737,979.39	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	3/31/2022	144.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	4/1/2022	3,299.78	Internal Revenue Service	
			Manual Wire Total	2,337,316.98		
Expense Payment	Direct Deposit	EFT-00141046	3/31/2022	69.27	Scotland Hammond	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00141047	3/31/2022	87.75	Arya Mansourzadeh	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00141048	3/31/2022	209.00	Larry Blatnik	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00141049	3/31/2022	30.15	Matthew Bishop	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00141050	3/31/2022	51.13	Lon Pluckhahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00141051	3/31/2022	110.67	Stephanie Obotette	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00141052	3/31/2022	434.50	Jason Haigwood	Travel Advance
Expense Payment	Direct Deposit	EFT-00141053	3/31/2022	90.00	Ejaz Khan	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00141054	3/31/2022	5,055.00	Neil Martin	Travel Advance
Expense Payment	Direct Deposit	EFT-00141055	3/31/2022	109.28	Ryan Miles	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00141056	3/31/2022	434.50	Jenny Wilson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00141057	3/31/2022	434.50	Cody Uskoski	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00141058	3/31/2022	147.50	Troy Rawlins	Travel Advance
			Direct Deposit Total	7,263.25		
Supplier Payment	EFT	EFT-00141059	3/31/2022	8,680.02	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00141060	3/31/2022	448.26	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00141061	3/31/2022	11,535.00	The Gunter Group LLC	
Supplier Payment	EFT	EFT-00141062	3/31/2022	25,539.94	Metereaders LLC	
Supplier Payment	EFT	EFT-00141063	3/31/2022	11,744.09	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00141064	3/31/2022	27,075.00	Liberty Mutual Group Inc.	
Supplier Payment	EFT	EFT-00141065	3/31/2022	1,459.00	Faith Partners for Housing	
Supplier Payment	EFT	EFT-00141066	3/31/2022	687.50	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00141067	3/31/2022	21,146.14	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00141068	3/31/2022	10,307.50	Folden Construction	
Supplier Payment	EFT	EFT-00141069	3/31/2022	44,352.32	Outsiderinn.org	
Supplier Payment	EFT	EFT-00141070	3/31/2022	3,025.00	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00141071	3/31/2022	189,774.58	Share Inc	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	EFT	EFT-00141072	3/31/2022	7,971.82	Otak Inc	
Supplier Payment	EFT	EFT-00141073	3/31/2022	240.00	Rotschy Inc	
			EFT Total	363,986.17		
Ad Hoc Payment	Check	1970	3/30/2022	61.47	Absolute Electric Inc	MPE-317921
Ad Hoc Payment	Check	1971	3/30/2022	74.00	Allan Shero	MPE-316888
Ad Hoc Payment	Check	1972	3/30/2022	108.85	Anderson,Samantha	Utility Refunds: 0045012850-05
Ad Hoc Payment	Check	1973	3/30/2022	90.00	Arpinum Franchise Corp	Bus Lic Fees Ref COVID-19 Surch Ref Prog
Ad Hoc Payment	Check	1974	3/30/2022	96.72	Ballew,Cindy or Leonard	Utility Refunds: 0072015012-15
Ad Hoc Payment	Check	1975	3/30/2022	266.00	BCC Properties 1 LLC	Utility Refunds: 0085023800-23 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1976	3/30/2022	446.16	Beaman,Dennis or Jennifer	Utility Refunds: 0028022100-05
Ad Hoc Payment	Check	1977	3/30/2022	100.00	Burnt Bridge Creek Neighborhood Association	2022 Resource Conservation Challenge
Ad Hoc Payment	Check	1978	3/30/2022	100.00	Burton Ridge Neighborhood Association	2022 Resource Conservation Challenge
Ad Hoc Payment	Check	1979	3/30/2022	18.60	Cardiff,Debra	Utility Refunds: 0063814000-03
Ad Hoc Payment	Check	1980	3/30/2022	407.73	Circle Cedar Court Portland or James Powell	Utility Refunds: 0054080038-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1981	3/30/2022	10,000.00	Clark County Emergency Medical Services District #2	Liquidated damages for DEC 2021, Incident #6391487
Ad Hoc Payment	Check	1982	3/30/2022	20.00	Cru Data Security	alarm billing acct 15798 inv 99459944 ovpymt
Ad Hoc Payment	Check	1983	3/30/2022	40.00	Delta Management	Alarm billing acct 2726 inv 99472403 ovpymt
Ad Hoc Payment	Check	1984	3/30/2022	200.72	Delta Properties LLC	Utility Refunds: 0041010470-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1985	3/30/2022	20.00	Doug/Paula Forgey	Alarm billing acct 22625 inv 99469918 ovpymt
Ad Hoc Payment	Check	1986	3/30/2022	78.00	Edwins,Peter or Brynda	Utility Refunds: 0061034298-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1987	3/30/2022	61.47	Elevate NW Electric	MPE-318026
Ad Hoc Payment	Check	1988	3/30/2022	81.42	Faford,Lorraine	Utility Refunds: 0023018429-06
Ad Hoc Payment	Check	1989	3/30/2022	90.00	Falahi Bros LLC	Bus lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	1990	3/30/2022	241.90	Falkenstein,Bradley or Julie	Utility Refunds: 0118000110-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1991	3/30/2022	221.00	Fedorchnko,Vladimir or Nadezhda	Utility Refunds: 0165000820-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1992	3/30/2022	55.00	Fox,Paige	Utility Refunds: 0000009262-02
Ad Hoc Payment	Check	1993	3/30/2022	360.00	Georgie's Garage and Grill LLC	Bus Lic Fees Ref COVID-19 surch ref prog
Ad Hoc Payment	Check	1994	3/30/2022	140.22	Ginn Property Management	Utility Refunds: 0500003437-02
Ad Hoc Payment	Check	1995	3/30/2022	500.00	Hamilton Excavating LLC	Utility Refunds: 0000009152-06
Ad Hoc Payment	Check	1996	3/30/2022	145.99	Helget,Stephanie	Utility Refunds: 0000001452-03
Ad Hoc Payment	Check	1997	3/30/2022	4.12	Hornbeak,Ellen or Jackson	Utility Refunds: 0500001258-02
Ad Hoc Payment	Check	1998	3/30/2022	263.59	Hunter,Kirk or Kieu	Utility Refunds: 0000003949-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1999	3/30/2022	100.00	Iglesia Evangelica Monte Sinai Church	Alarm Billing ovpymt acct 15829 inv 99470513
Ad Hoc Payment	Check	2000	3/30/2022	20.00	International Air Academy INC	Alarm billing acct 1191 inv 99472600 ovpymt
Ad Hoc Payment	Check	2001	3/30/2022	79.80	Ishenin,Vyacheslav	Utility Refunds: 0112000602-07
Ad Hoc Payment	Check	2002	3/30/2022	102.75	Ivey,Ethel L	Utility Refunds: 0004026100-06
Ad Hoc Payment	Check	2003	3/30/2022	76.84	Jeffrey Hogg	MPE-316715
Ad Hoc Payment	Check	2004	3/30/2022	184.92	John McAllister or Debra Haley	Utility Refunds: 0000006304-03
Ad Hoc Payment	Check	2005	3/30/2022	20.00	Joseph/Christiane Martin	Alarm billing acct 1783 inv 99467623 ovpymt
Ad Hoc Payment	Check	2006	3/30/2022	163.94	Julian,Heather	Utility Refunds: 0000007552-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	2007	3/30/2022	319.45	Kandoll,Lorrie	Utility Refunds: 0048044710-03 Consolidated refund created from multiple refunds

INVOICE PAYMENTS REPORT

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Ad Hoc Payment	Check	2008	3/30/2022	286.00	Katherine Fellabaum or Scott Manning, Co Trustee of the Joanne Manning	Utility Refunds: 0057038800-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	2009	3/30/2022	120.99	Keehart, Linda	Utility Refunds: 0056021800-07
Ad Hoc Payment	Check	2010	3/30/2022	184.28	Kobilan, Douglas or Kathryn	Utility Refunds: 0044021132-02
Ad Hoc Payment	Check	2011	3/30/2022	289.00	Lagoy, Christopher	Utility Refunds: 0000006375-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	2012	3/30/2022	1,158.35	Larkspur Place, LP Larkspur Place - RES45901	Utility Refunds: 0082066114-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	2013	3/30/2022	391.49	Lee, Lucy	Utility Refunds: 0116615004-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	2014	3/30/2022	68.64	Marc Paetzold	MPE-317806
Ad Hoc Payment	Check	2015	3/30/2022	9,900.00	Pacific Bells LLC	Bus Lic Fees Ref COVID-19 surch ref prog
Ad Hoc Payment	Check	2016	3/30/2022	20.00	Pacific Lifestyle Homes Inc	Alarm billing ovrrpymt acct 22585 inv 99462565
Ad Hoc Payment	Check	2017	3/30/2022	40.00	PCS	Alarm billing Ilona/Adam Larue acct 16872 inv 99446729/99454466
Ad Hoc Payment	Check	2018	3/30/2022	70.00	PCS	Alarms Billing United States Postal Service acct T-5325 inv 99454509 & 99459505
Ad Hoc Payment	Check	2019	3/30/2022	20.00	PCS	Alarm billing Joana Cervantes acct 51780 inv 99462546
Ad Hoc Payment	Check	2020	3/30/2022	3.50	PCS	Alarm billing Caliber Collision Centers acct 21282 inv 99441746
Ad Hoc Payment	Check	2021	3/30/2022	91.00	Peace Health	CIVICGOV inv 77037738 cust 748053 ref 2nd pymt
Ad Hoc Payment	Check	2022	3/30/2022	701.00	Peter Hyzer	LUP-82193
Ad Hoc Payment	Check	2023	3/30/2022	173.00	Phillips, Daniela or Robert	Utility Refunds: 0004073800-10
Ad Hoc Payment	Check	2024	3/30/2022	3.84	PSC	John Davis 18398 Inv 23132 neg trust statement dated 3.6.22 client 8075
Ad Hoc Payment	Check	2025	3/30/2022	310.71	Riis, Kenneth	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	2026	3/30/2022	408.27	Rizhkov, Marina	Utility Refunds: 0000007492-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	2027	3/30/2022	68.04	Schmahl, Jeffrey or Karina	Utility Refunds: 0104301010-02
Ad Hoc Payment	Check	2028	3/30/2022	20.00	Sean Onitsuka	Alarm billing ovrrpymt acct 21613 inv 99464561
Ad Hoc Payment	Check	2029	3/30/2022	270.00	Sellberg's Tavern, INC	Bus Lic Fees Ref COVID-19 surch ref prog
Ad Hoc Payment	Check	2030	3/30/2022	291.44	Singleton, Kristin or Ty	Utility Refunds: 0000007015-02
Ad Hoc Payment	Check	2031	3/30/2022	342.08	Sparks, Harmony or Nathan	Utility Refunds: 0088080308-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	2032	3/30/2022	61.47	Stephen Adams	MPE-317669
Ad Hoc Payment	Check	2033	3/30/2022	61.47	Stephen Adams	MPE-317671
Ad Hoc Payment	Check	2034	3/30/2022	396.92	Steve Forgette	Non-Employee Travel Expense Reimburse
Ad Hoc Payment	Check	2035	3/30/2022	1,660.00	Subs By Nu-Style LLC	Bus Lic Fees Ref bus loc outside of city
Ad Hoc Payment	Check	2036	3/30/2022	40.00	Suzanne Fuller	Alarm billing ovrrpymt acct 22585 inv 99466219 & 99470564
Ad Hoc Payment	Check	2037	3/30/2022	386.00	Tallman, Erna	Utility Refunds: 0088080023-04
Ad Hoc Payment	Check	2038	3/30/2022	810.00	Ta-Rico LLC	Bus Lic Fees Ref COVID-19 surch ref prog
Ad Hoc Payment	Check	2039	3/30/2022	518.47	Tran, Tuan	Utility Refunds: 0091000215-05
Ad Hoc Payment	Check	2040	3/30/2022	10.14	Triplett, Shannon	Utility Refunds: 0086019100-01
Ad Hoc Payment	Check	2041	3/30/2022	413.00	Vancouver Housing Authority	CIVICGOV Inv 77037744 7 77038587 cust 765040 contro setting off alarms
Ad Hoc Payment	Check	2042	3/30/2022	250.00	Whitney McCarthy	Claim Payment - DOL: 12/30/21 - Risk
Ad Hoc Payment	Check	2043	3/30/2022	209.73	Zenith Properties	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	2044	3/30/2022	47.93	Zillow Homes Inc	Utility Refunds: 0010053800-09
Expense Payment	Check	2045	3/30/2022	9.94	Adrienne Powers	Employee Reimbursement
Supplier Payment	Check	2046	3/30/2022	486.62	Accurate Corporate Services Inc	
Supplier Payment	Check	2047	3/30/2022	627.35	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	2048	3/30/2022	36,198.20	Action Technology Systems	
Supplier Payment	Check	2049	3/30/2022	16,824.35	Allegiance Benefit Plan Management Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	2050	3/30/2022	63.44	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	2051	3/30/2022	5,913.25	Arborscape Ltd Inc	
Supplier Payment	Check	2052	3/30/2022	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	2053	3/30/2022	535.12	Bound Tree Medical LLC	
Supplier Payment	Check	2054	3/30/2022	19,443.74	Brightview Holdings Inc	
Supplier Payment	Check	2055	3/30/2022	5,342.92	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	2056	3/30/2022	11,650.00	Cascade Inn	
Supplier Payment	Check	2057	3/30/2022	2,075.00	CBG Communications Inc	
Supplier Payment	Check	2058	3/30/2022	1,881.74	CECO Inc	
Supplier Payment	Check	2059	3/30/2022	669.54	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	2060	3/30/2022	412,658.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	2061	3/30/2022	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	2062	3/30/2022	10,154.00	Conventions Sports & Leisure International, LLC	
Supplier Payment	Check	2063	3/30/2022	8,533.82	Copiers Northwest	
Supplier Payment	Check	2064	3/30/2022	292,906.60	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	2065	3/30/2022	264.00	Dex Media West	
Supplier Payment	Check	2066	3/30/2022	378.45	Ecolights Northwest LLC	
Supplier Payment	Check	2067	3/30/2022	638,838.16	Enviro-Clean Equipment Inc	
Supplier Payment	Check	2068	3/30/2022	56.42	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	2069	3/30/2022	43,942.50	Friends of Trees	
Supplier Payment	Check	2070	3/30/2022	63.88	Genuine Parts Company	
Supplier Payment	Check	2071	3/30/2022	1,162.17	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	2072	3/30/2022	1,710.00	Gordon Tilden Thomas & Cordell LLP	
Supplier Payment	Check	2073	3/30/2022	116,938.44	HCI Industrial & Marine Coatings Inc	
Supplier Payment	Check	2074	3/30/2022	416.31	H D Fowler Company Inc	
Supplier Payment	Check	2075	3/30/2022	6,250.00	Hispanic Metropolitan Chamber	
Supplier Payment	Check	2076	3/30/2022	270.69	J-2 Blueprint Supply Co.	
Supplier Payment	Check	2077	3/30/2022	50,704.92	KBT Distributing LLC	
Supplier Payment	Check	2078	3/30/2022	1,326.74	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	2079	3/30/2022	10,235.89	Locution Sytems Inc	
Supplier Payment	Check	2080	3/30/2022	11,381.38	Murray Smith Inc	
Supplier Payment	Check	2081	3/30/2022	6,564.25	North Pacific Construction and Remodeling Inc	
Supplier Payment	Check	2082	3/30/2022	9,518.45	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	2083	3/30/2022	318,445.33	Owen Equipment Co - Remit-To: Supplier Owen Equipment Co	
Supplier Payment	Check	2084	3/30/2022	90.00	Parkeon	
Supplier Payment	Check	2085	3/30/2022	611.35	PBS Engineering and Environmental Inc	
Supplier Payment	Check	2086	3/30/2022	1,762.94	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	2087	3/30/2022	2,954.88	PPC Solutions Inc	
Supplier Payment	Check	2088	3/30/2022	3,701.53	RH2 Engineering, Inc.	
Supplier Payment	Check	2089	3/30/2022	7,104.44	River City Environmental	
Supplier Payment	Check	2090	3/30/2022	43,092.00	Roger L. Wilson	
Supplier Payment	Check	2091	3/30/2022	902.31	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	2092	3/30/2022	23,692.10	SP Plus Corporation	

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<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	2093	3/30/2022	124,173.58	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	2094	3/30/2022	867.20	State of Washington Department of Transportation	
Supplier Payment	Check	2095	3/30/2022	500.00	Stephen P Capellas	
Supplier Payment	Check	2096	3/30/2022	5,500.00	The Polygraph Institute LLC	
Supplier Payment	Check	2097	3/30/2022	1,309.16	TMG Services Inc	
Supplier Payment	Check	2098	3/30/2022	6,250.00	Trauma Intervention Programs	
Supplier Payment	Check	2099	3/30/2022	1,346.00	Trilogy MedWaste West, LLC	
Supplier Payment	Check	2100	3/30/2022	580.50	Urgent Medical Center	
Supplier Payment	Check	2101	3/30/2022	30.00	Vancouver Aire LLC	
Supplier Payment	Check	2102	3/30/2022	387.65	Vancouver Bolt and Supply Inc	
Supplier Payment	Check	2103	3/30/2022	12,542.09	Wallis Engineering PLLC	
Supplier Payment	Check	2104	3/30/2022	1,524.94	Walter E Nelson Company	
Supplier Payment	Check	2105	3/30/2022	1,285.39	Wapiti NW LLC	
Supplier Payment	Check	2106	3/30/2022	375.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	2107	3/30/2022	4,025.00	Waste Equipment Sales and Service Inc	
Supplier Payment	Check	2108	3/30/2022	8,659.60	Western Water Works Supply Co Inc	
Supplier Payment	Check	2109	3/30/2022	190.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	2110	3/30/2022	3,740.37	W Todd Pascoe	
Supplier Payment	Check	2111	3/30/2022	151.18	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Customer Refund	Check	2112	3/30/2022	51.63	CHARLES MYNETT	STAYS Overpayment
			Check Total	2,337,451.28		
			Manual Wire Total	2,337,316.98		
			Direct Deposit Total	7,263.25		
			EFT Total	363,986.17		
Hansen			4/4/2022	2,462.35	City Payments	Posted 03-28-22 to 04-03-22
			Hansen Total	2,462.35		
VISA			4/4/2022	1,870.00	Miscellaneous	Parks Class Refunds FCC 03-28-22 to 04-03-22
VISA			4/4/2022	1,414.58	Miscellaneous	Parks Class Refunds MCC 03-28-22 to 04-03-22
			VISA Total	3,284.58		
			Payroll Total	53,744.67		
			GRAND TOTAL	5,105,509.28		

City of Vancouver
Payroll Council Report
March 28, 2022 - April 3, 2022

Check No.	Date	Explanation	Amount
170 - 176	03/31/22	3 2022 Pension Payroll	\$ 7,416.80
140927 - 140971	03/31/22	3 2022 Pension Direct Deposits	\$ 46,327.87

\$ 53,744.67