

CONTRACTOR: PetroCard, Inc.
CONTACT PERSON: Aaron Reding, COO
ADDRESS: 730 Central Avenue S.
Kent, WA 98032
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: Tax ID 91-1311707/UBI: 600-599-541
TELEPHONE/FAX NUMBER: 253-867-3233/253-854-7936
COUNTY DEPT: Facilities Management - Fleet
DEPT. CONTACT PERSON: Roy Scalf, Fleet Services Director
TELEPHONE/FAX NUMBER: 425-388-6061
PROJECT: Fueling Services
AMOUNT: \$35,000,000.00
FUND SOURCE: 502 31888606510
CONTRACT DURATION: June 1, 2023, through December 31,
2026, unless extended or renewed pursuant to
Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and PetroCard, Inc, a Washington Corporation (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to supply Snohomish County with bulk, mobile and cardlock fueling services. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No.22-046BC, Fuel Card Lock System and Fuel Supplier.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall govern services provided beginning June 1, 2023 (the “Effective Date”) and shall terminate on December 31, 2026, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices.

(i) For County fuel purchases from the vendor self-service cardlock sites listed in Schedule B, Sections A, B and E, the Contractor shall submit to the County a properly executed invoice on a weekly basis, containing the information required by Schedule A.II.2.D. The County will pay invoices within thirty (30) calendar days of receipt subject to section 8 of this Agreement.

(ii) For bulk fuel deliveries to County owned sites listed in Schedule B, section C Bulk Fuel Table and Section D Emergency Generator Fueling, the Contractor shall submit to the County a properly executed invoice on a weekly basis, containing the information required by Schedule A.II.2.D. The County will pay invoices within thirty (30) calendar days of receipt subject to section 8 of this Agreement.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment

methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$35,000,000 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the

Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Roy Scalf
Title: Snohomish County Fleet Services Director
Department: Facilities Management – Fleet Services Division
Telephone: (425) 388-6061
Email: Roy.Scalf@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the

errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1; including endorsements for transporting hazardous materials, MCS 90 and CA 9948 endorsements;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

- (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000
- (v) Umbrella/Excess Liability with minimum limits of liability of \$5,000,000 per occurrence and in the aggregate (\$6,000,000/\$7,000,000 Minimum Total CGL Limits)
- (vi) Contractor's Pollution Liability insurance with minimum limits of liability of \$1,000,000 each claim.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after thirty (30) calendar days' prior written notice has been given to the Contractor. Upon receipt of such notice, Contractor shall immediately notify the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use

of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Everett, Washington 98201
Attention: Roy Scalf
Fleet Services Director

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Bramby Tollen
Purchasing Manager

If to the Contractor: PetroCard, Inc.
730 Central Avenue S.
Kent, WA 98032
Attention: Aaron Reding
COO

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.


32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

PETROCARD, INC.:

County Executive Ken Klein Date
Executive Director



Aaron Reding Date
5/3/2023

Senior Vice President Fleet Services

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.06.01 13:55:31 -07'00'

Risk Management Date

Legal Counsel to the Contractor Date

Approved as to form only:

 3-23-23

Deputy Prosecuting Attorney Date

Schedule A
Scope of Services

I. Product Specifications

The Contractor shall make available for purchase unbranded petroleum diesel, unleaded gasoline, biodiesel, ethanol blends and renewable diesel (“Fuels”) when available.

A. All Fuels supplied by Contractor through this Agreement shall:

1. Be free from impurities that would cause damage to vehicles, including, but not limited to water, dirt, debris and harmful additives;
2. Comply with current applicable and updated industry and government standards and specifications, including all American Society for Testing and Materials (“ASTM”) standards and standard octanes.

B. Additional Requirements for Biodiesel.

1. The Contractor shall make every commercially reasonable effort to make available for purchase by the County biofuels produced from feedstock grown in the County, if available.
2. The Contractor may also make available for purchase by the County biofuels procured from other biofuel refineries.
3. The Contractor will deliver biodiesel blends at varying concentrations based on the County published annual schedule, which is subject to change to meet the County’s needs. The current schedule is:
 - a. B10 from September 1 through March 31
 - b. B20 from April 1 through August 31.

II. Product Supply/Delivery

Fuels provided pursuant to the Agreement shall be made available through the Contractor’s cardlock facilities and, upon County request, delivered directly to designated County bulk fuel storage tanks or by Contractor mobile fueling to specific vehicles. (Cardlocks are automated, unattended fueling sites designated for commercial fleet vehicles.)

A. Cardlock System Requirements:

1. The Contractor shall issue cards to the County that enable the County and the local governments that have contracted with the County for fuel purchasing to

obtain fuel using the cards at the Contractor's cardlock facilities.

2. Comply with current applicable and updated industry and government standards and specifications, including the following:
 - a. Cards issued by the Contractor shall be encoded with specific restrictions regarding:
 - i. fuel type;
 - ii. maximum gallons of fuel permitted per purchase, per day;
 - iii. fuel and oil purchases only; and
 - iv. meter reading required at time of transaction.
 - b. Cards issued by the Contractor will be encoded to indicate whether or not any given fuel obtained using a card is subject to Washington State Excise Tax. Consistent with Section II.C. of this Agreement, the County, via the Contractor's website, will manage how the cards are encoded in this respect. The County shall also manage distribution to and use of cards by the other local governments that have contracted with the County for fuel purchasing;
 - c. The term "Snohomish County," the County's account number, and the card number will be printed on each card;
 - d. The Contractor shall maintain records on all cards issued to the County under this Agreement; and
 - e. The Contractor shall deliver cards requested by the County under this Agreement within five (5) business days of the request date.

B. Reports

On a weekly basis, the Contractor will provide a report to the County describing the fuel supplied to the County pursuant to this Agreement. Reports must be in a format that can be imported into Fleet Services' fleet management system (currently FASTER Asset Solutions). The reports will be provided electronically in text file format and will be directed to the Fleet Services Division, Department of Facilities and Fleet, Snohomish County. Each report will include the following information for each cardlock transaction:

1. account number;
2. account name;

3. transaction date;
4. transaction time;
5. card number;
6. vehicle number;
7. pump number;
8. product
9. transaction quantity;
10. price;
11. amount;
12. vehicle odometer reading; and
13. transaction location.

C. Website.

1. The Contractor shall maintain a website through which the County can manage its fuel purchases. The website shall, among other things, enable the County to view transaction detail for a specific card and date, invalidate a card issued under this Agreement, order additional cards and driver ID numbers, edit card assignments and restrictions, and communicate with the Contractor.
2. The Contractor shall provide fuel tax and summary reports as needed by the County or enable the County to generate reports directly from the website.

D. Invoices. Together with the report described in Section II.B. above, the Contractor will, on a weekly basis, provide a billing invoice to the County. The invoice will include: the Contractor's cost per gallon for each type of fuel, the mark-up, the total gallons for each type of fuel, any applicable taxes, and the total amount due. The invoice will be provided to the County electronically and by US Mail and directed to the Fleet Services Division, Facilities – Fleet Department, 3402 McDougall Avenue, Everett, Washington 98201

E. Taxes.

1. Washington State Excise Tax. The Contractor will include Washington State Excise Tax on invoices for fuel obtained with cardlock cards encoded to indicate that the fuel is subject to the tax. The Contractor will not include Washington State Excise Tax on invoices for fuel obtained with cardlock cards encoded to indicate that the fuel is not subject to the tax.
2. Federal Fuel Taxes. The Contractor acknowledges that the County holds a Federal Excise Tax Blanket Exemption Certificate. Accordingly, no federal fuel tax shall appear on the Contractor's monthly invoices.
3. Business, Occupational, and Personal Property Taxes. Business, occupational, and personal property taxes are the responsibility of the Contractor and shall not

be charged to the County.

Schedule B
Pricing/Compensation

Cost/Price

- A. The County shall compensate the Contractor for fuel obtained from the Contractor pursuant to this Agreement at a total bid price. The total bid price is the result of a base (rack) price, which is updated daily, plus a bid margin/markup. The per gallon bid margin/markup is listed in the “Vendor Self-Service (card-lock) Sites Markup Rates (per gallon)” Table. Base (rack) price shall be calculated at the Seattle OPIS AM contract average gross for unleaded gasoline and ultra-low sulfur diesel; and Tacoma OPIS AM contract average gross for bio-diesel, renewable diesel, and ethanol blend fuels.

Vendor Self-Service (card-lock) Sites Markup Rates (per gallon)							
Location/ Vicinity	Specify Vendor Site Exact Address	Regular Unleaded	E85 Gasoline	ULS Diesel	Bio-Diesel		Gallons Consumed *
					B10	B20	
		(Enter Markup Price in Corresponding Fields Below)					
Arlington	19020 63rd Ave N.E. Arlington, WA	\$0.135	\$0.135	\$0.14	\$0.14	\$0.14	190,000
Darrington	See affiliate pricing						1,000
Downtown Everett	3729 Smith St Everett, WA	\$0.135	\$0.135	\$0.14	\$0.14	\$0.14	60,000
Everett Mall	9826 7th Ave S.E. Everett, WA	\$0.135	\$0.135	\$0.14	\$0.14	\$0.14	37,300
Granite Falls	105 N Alder Ave Granite Falls, WA	\$0.135	\$0.135	\$0.14	\$0.14	\$0.14	40,000
Lynnwood	3320 121st St. SW Lynnwood, WA	\$0.135	\$0.135	\$0.14	\$0.14	\$0.14	12,750
Marysville	3104 116th St. Marysville, WA	\$0.135	\$0.135	\$0.14	\$0.14	\$0.14	53,700
Monroe	17251 Beaton Rd. Monroe, WA	\$0.135	\$0.135	\$0.14	\$0.14	\$0.14	41,300
Mukilteo	4422 Chenault Beach Rd.	\$0.135	\$0.135	\$0.14	\$0.14	\$0.14	8,000

	Mukilteo, WA						
Snohomish	See affiliate pricing						1,096
Stanwood	7306 267th N.W. Stanwood, WA	\$0.135	\$0.135	\$0.14	\$0.14	\$0.14	44,000
Sultan	See affiliate pricing						18,750
Woodinville	24019 Wood- Snohomish Rd. Woodinville, WA	\$0.135	\$0.135	\$0.14	\$0.14	\$0.14	8,100

***all fuel types combined**

B. Other bidder-owned and/or affiliate sites. Provide a listing by location of bidder-owned and affiliate sites located in the Pacific Northwest region.

Other vendor owned and/or affiliate sites	
Markup per gallon – vendor sites	Gas: \$0.135 DSL: \$0.14
Markup per gallon – affiliate sites	Cardlocks: Transfer Price * + \$0.05 Markup Retail: Credit Posted Price

* **Current Transfer price is OPIS Posting + Freight + Fees + Taxes + 0.09 Site Fee**

C. Bulk Fuel Table – Option 2 Only.

Clear Ultra Low Sulfur Diesel	
Delivery Breakpoints	Mark-Up
9,000 gallons or more	0.046
4,001 – 8,999 gallons	0.106
2,000 - 4,000 gallons	0.196
1,999 gallons or less	0.308

Biodiesel Fuel	
B-10 Delivery Breakpoints	Mark-Up
9,000 gallons or more	0.044
4,001 – 8,999 gallons	0.104
2,000 - 4,000 gallons	0.194
1,999 gallons or less	0.306

Renewable Diesel Fuel	
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Renewable Delivery Breakpoints	Mark-Up
9,000 gallons or more	0.064
4,001 – 8,999 gallons	0.124
2,000 - 4,000 gallons	0.214
1,999 gallons or less	0.326

B-20 Delivery Breakpoints	Mark-Up
9,000 gallons or more	0.015
4,001 – 8,999 gallons	0.075
2,000 - 4,000 gallons	0.165
1,999 gallons or less	0.277

Dyed (Off Road) Diesel Delivery Breakpoints	Mark-Up
9,000 gallons or more	0.051
4,001 – 8,999 gallons	0.111
2,000 - 4,000 gallons	0.201
1,999 gallons or less	0.313

Unleaded (Includes ethanol blends up to E10) Delivery Breakpoints	Mark-Up
9,000 gallons or more	-0.080
4,001 – 8,999 gallons	-0.020
2,000 - 4,000 gallons	0.070
1,999 gallons or less	0.183
Ethanol E85 Blend Delivery Breakpoints	Mark-Up
9,000 gallons or more	0.044
4,001 – 8,999 gallons	0.104
2,000 - 4,000 gallons	0.194
1,999 gallons or less	0.306

Diesel Exhaust Fluid (DEF) DEF Delivery Breakpoints	Mark-Up
1,000 gallons or more	\$0.25
500 – 999 gallons	\$0.50
100 - 499 gallons	\$1.75
99 gallons or less	\$3.50

D. Emergency Generator Fueling ULSD (dyed diesel)

ULSD Delivery Breakpoints	Mark-Up
Adm. Bldgs. East & West 3000 Rockefeller Ave. Everett	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Cathcart Admin Bldg 8915 Cathcart Way Snohomish	
4,001 – 5,000 gallons	0.111 per gal + \$75 Delivery Fee
2,000 - 4,000 gallons	0.194 per gal + \$75 Delivery Fee
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Cathcart Fuel Station and Wash Facility 8915 Cathcart Way Snohomish	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Courthouse Bldg 3000 Rockefeller Ave. (includes Mission Bldg.) Everett	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Denny Juvenile Justice Center 2801 10th Street Everett	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Emergency Mgmt 3509 109th St. SW Everett	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Fleet Services 19700 67th Ave NE Arlington	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Evaluation & Treatment Center 10710 Mukilteo Speedway Mukilteo	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Fleet Services 3402 McDougall Ave. Everett	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Jail Facilities 3025 Oakes Ave. Everett	
4,001 – 8,999 gallons	0.111 per gal + \$75 Delivery Fee
2,000 - 4,000 gallons	0.194 per gal + \$75 Delivery Fee
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Medical Examiner 9509 29th Ave. W Everett	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Records Storage 1000 California St. Everett	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee
ULSD Delivery Breakpoints	Mark-Up
Sheriffs East Marine Unit	

14000 179th St. Monroe	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee
ULSD Delivery Breakpoints	Mark-Up
Sultan Police Department 6th and Main St Sultan 98294	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

ULSD Delivery Breakpoints	Mark-Up
Willis Tucker Park 6705 Puget Park Drive, Snohomish, WA 98296	
1,999 gallons or less	0.313 per gal + \$75 Delivery Fee

E. Mobile Fuel Sites

Site 1: Airport Road Recycling and Transfer Station 10700 Minuteman Drive, Everett WA 98204					
Avg. Pieces of Equipment	Equipment Types	Days to be Fueled	Products	Avg. Annual Gallons	Mark-Up
9	Wheel Loaders, Excavators, Forklifts, Backhoe, UTV, Terminal Truck	Up to seven days a week. Every other Day	ULT LS DSL DEF	26,400 100	\$0.95 \$3.50

Site 2: Southwest Recycling and Transfer Station 21311 61st Place West, Mountlake Terrace WA 98043					
Avg. Pieces of Equipment	Equipment Types	Days to be Fueled	Products	Avg. Annual Gallons	Mark-Up
7	Terminal Truck, Forklift, Excavator, Wheel Loader, Backhoe	Up to seven days a week. Every other Day	ULT LS DSL DEF	17,800 75	\$0.95 \$3.50

**Site 3:
Solid Waste Intermodal Yard
811 Riverside Road, Everett WA 98201**

Avg. Pieces of Equipment	Equipment Types	Days to be Fueled	Products	Avg. Annual Gallons	Mark-Up
10	Line Truck, Roll-off Truck, occasional miscellaneous equip	Up to seven days a week. Every other Day	ULT LS DSL DEF	60,000 2,500	\$0.95 \$3.50