

State of Washington DEPARTMENT OF GENERAL ADMINISTRATION Office of State Procurement <i>Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400 http://www.ga.wa.gov</i>	CONTRACT AMENDMENT	
	Contract Number: 00311	Date Issued: 7/26/2011
	Amendment Number: 001 – APP	Date Effective: Upon OSP Signature
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

Purpose of Amendment

Purpose: Line Item Additions for gasoline 7.8 RVP fuel in conventional clear and E10 varieties. To update the fuel Matrix.

Contract 00311 allows for mutually agreed changes. See Section 10.5 – Changes.

1. Conventional Gasoline and E10 Gasoline in its regular, midgrade, and premium blend is part of the core group of fuels identified in section 1.1 – Purpose and 8.1 – Contract Scope of the contract. When harmonized with the matrix in section 11.3 it is clear that the fuel specified by the state at the time of solicitation was the Reid Vapor Pressure is 9.0 (a.k.a. 9.0 RVP) for Conventional Gasoline and E10 Gasoline.

The state has need for the 7.8 RVP Conventional Gasoline and E10 Gasoline. For each region/category, the multiplier for the 7.8 RVP fuels shall be the same as the Contractor’s 9.0 RVP fuels. Therefore, the core list (A through J list) contained in Sections 1.1 – Purpose and 8.1 – Contract Scope of the contract is amended to specifically identify the 9.0 RVP and add the 7.8 RVP, and the other parts of these sections remain unaffected (only the A through J list is changed).

The list shall now read as follows:

- A. Gasoline (9.0 RVP), Unleaded: Regular, Mid-Grade, Premium, and Ethanol (E10)
- B. Gasoline (7.8 RVP), Unleaded: Regular, Mid-Grade, Premium, and Ethanol (E10)
- C. Ultra Low Sulfur Diesel #2 Clear
- D. Ultra Low Sulfur Diesel # 2 Dyed
- E. Ultra Low Sulfur Diesel #1 Clear (November through February)
- F. Ultra Low Sulfur Diesel #1 Dyed (November through February)
- G. Biodiesel Clear
- H. Biodiesel Dyed
- I. Heating Oil (based on ULSD #2 Dyed)
- J. Other additives, energy products, incidentals, fuels, and services requested by qualified customers
- K. Diesel Exhaust Fluid (DEF)

2. To accommodate the addition of the six Gasoline 7.8 RVP fuels described in section 1 above, the Reference Cities Matrix located in contract section 11.3 – OPIS Rack Reference Cities Matrix is amended to include the 7.8 RVP gasoline/E10 blends, and the other parts of the section remain unaffected (only the matrix is changed).

The matrix shall now read as follows:

NPS = North Puget Sound, CPS = Central Puget Sound, P = Peninsula, SW = Southwest, NC = North Central, SC = South Central, NE = North East, SE = South East		
Region	OPIS Reference City	Fuel Type / Specific OPIS Reference The Department of General Administration uses the OPIS DAILY GROSS CONTRACT (10:00 A.M. EST) pricing report as a cost basis. Refer to the matrix for specifics.
CPS	Tacoma	Biodiesel / OPIS Gross Wholesale B99 Combined Feedstock Biodiesel (contract average without RIN)
CPS	Anacortes	ULSD #1 Clear / Ultra Low Sulfur No. 1 (contract average)
CPS	Anacortes	ULSD #1 Dyed / Ultra Low Sulfur No. 1 Red Dye (contract average)
CPS	Tacoma	ULSD #2 Clear / Ultra-Low Diesel (contract average)
CPS	Tacoma	ULSD #2 Dyed (also used for Heating Oil) / Ultra-Low Red Diesel (contract average)
CPS	Tacoma	Gasoline Unleaded Regular / Conventional Clear 9.0 RVP UNL (contract average)
CPS	Tacoma	Gasoline Unleaded Midgrade / Conventional Clear 9.0 RVP MID (contract average)
CPS	Tacoma	Gasoline Unleaded Premium / Conventional Clear 9.0 RVP PRE (contract average)
CPS	Tacoma	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 9.0 RVP UNL (contract average)
CPS	Tacoma	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 9.0 RVP MID (contract average)
CPS	Tacoma	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 9.0 RVP PRE (contract average)
CPS	Tacoma	Gasoline Unleaded Regular / Conventional Clear 7.8 RVP UNL (contract average)
CPS	Tacoma	Gasoline Unleaded Midgrade / Conventional Clear 7.8 RVP MID (contract average)
CPS	Tacoma	Gasoline Unleaded Premium / Conventional Clear 7.8 RVP PRE (contract average)
CPS	Tacoma	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 7.8 RVP UNL (contract average)
CPS	Tacoma	Gasoline E10 Unleaded Midgrade / Conventional Ethanol

		10% 7.8 RVP MID (contract average)
CPS	Tacoma	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 7.8 RVP PRE (contract average)
NPS = North Puget Sound, CPS = Central Puget Sound, P = Peninsula, SW = Southwest, NC = North Central, SC = South Central, NE = North East, SE = South East		
Region	OPIS Reference City	Fuel Type / Specific OPIS Reference The Department of General Administration uses the OPIS DAILY GROSS CONTRACT (10:00 A.M. EST) pricing report as a cost basis. Refer to the matrix for specifics.
NC	Tacoma	Biodiesel / OPIS Gross Wholesale B99 Combined Feedstock Biodiesel (contract average without RIN)
NC	Spokane	ULSD #1 Clear / Ultra Low Sulfur No. 1 (contract average)
NC	Spokane	ULSD #1 Dyed / Ultra Low Sulfur No. 1 Red Dye (contract average)
NC	Spokane	ULSD #2 Clear / Ultra-Low Diesel (contract average)
NC	Spokane	ULSD #2 Dyed (also used for Heating Oil) / Ultra-Low Red Diesel (contract average)
NC	Spokane	Gasoline Unleaded Regular / Conventional Clear 9.0 RVP UNL (contract average)
NC	Spokane	Gasoline Unleaded Midgrade / Conventional Clear 9.0 RVP MID (contract average)
NC	Spokane	Gasoline Unleaded Premium / Conventional Clear 9.0 RVP PRE (contract average)
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NC	Spokane	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 9.0 RVP MID (contract average)
NC	Spokane	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 9.0 RVP PRE (contract average)
NC	Spokane	Gasoline Unleaded Regular / Conventional Clear 7.8 RVP UNL (contract average)
NC	Spokane	Gasoline Unleaded Midgrade / Conventional Clear 7.8 RVP MID (contract average)
NC	Spokane	Gasoline Unleaded Premium / Conventional Clear 7.8 RVP PRE (contract average)
NC	Spokane	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 7.8 RVP UNL (contract average)
NC	Spokane	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 7.8 RVP MID (contract average)
NC	Spokane	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 7.8 RVP PRE (contract average)

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NPS	Tacoma	Biodiesel / OPIS Gross Wholesale B99 Combined Feedstock Biodiesel (contract average without RIN)
NPS	Anacortes	ULSD #1 Clear / Ultra Low Sulfur No. 1 (contract average)
NPS	Anacortes	ULSD #1 Dyed / Ultra Low Sulfur No. 1 Red Dye (contract average)
NPS	Anacortes	ULSD #2 Clear / Ultra-Low Diesel (contract average)
NPS	Anacortes	ULSD #2 Dyed (also used for Heating Oil) / Ultra-Low Red Diesel (contract average)
NPS	Anacortes	Gasoline Unleaded Regular / Conventional Clear 9.0 RVP UNL (contract average)
NPS	Anacortes	Gasoline Unleaded Midgrade / Conventional Clear 9.0 RVP MID (contract average)
NPS	Anacortes	Gasoline Unleaded Premium / Conventional Clear 9.0 RVP PRE (contract average)
NPS	Anacortes	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 9.0 RVP UNL (contract average)
NPS	Anacortes	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 9.0 RVP MID (contract average)
NPS	Anacortes	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 9.0 RVP PRE (contract average)
NPS	Anacortes	Gasoline Unleaded Regular / Conventional Clear 7.8 RVP UNL (contract average)
NPS	Anacortes	Gasoline Unleaded Midgrade / Conventional Clear 7.8 RVP MID (contract average)
NPS	Anacortes	Gasoline Unleaded Premium / Conventional Clear 7.8 RVP PRE (contract average)
NPS	Anacortes	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 7.8 RVP UNL (contract average)
NPS	Anacortes	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 7.8 RVP MID (contract average)
NPS	Anacortes	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 7.8 RVP PRE (contract average)
NPS = North Puget Sound, CPS = Central Puget Sound, P = Peninsula, SW = Southwest, NC = North Central, SC = South Central, NE = North East, SE = South East		
Region	OPIS Reference	Fuel Type / Specific OPIS Reference The Department of General Administration uses the OPIS DAILY

	City	GROSS CONTRACT (10:00 A.M. EST) pricing report as a cost basis. Refer to the matrix for specifics.
NE	Tacoma	Biodiesel / OPIS Gross Wholesale B99 Combined Feedstock Biodiesel (contract average without RIN)
NE	Spokane	ULSD #1 Clear / Ultra Low Sulfur No. 1 (contract average)
NE	Spokane	ULSD #1 Dyed / Ultra Low Sulfur No. 1 Red Dye (contract average)
NE	Spokane	ULSD #2 Clear / Ultra-Low Diesel (contract average)
NE	Spokane	ULSD #2 Dyed (also used for Heating Oil) / Ultra-Low Red Diesel (contract average)
NE	Spokane	Gasoline Unleaded Regular / Conventional Clear 9.0 RVP UNL (contract average)
NE	Spokane	Gasoline Unleaded Midgrade / Conventional Clear 9.0 RVP MID (contract average)
NE	Spokane	Gasoline Unleaded Premium / Conventional Clear 9.0 RVP PRE (contract average)
NE	Spokane	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 9.0 RVP UNL (contract average)
NE	Spokane	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 9.0 RVP MID (contract average)
NE	Spokane	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 9.0 RVP PRE (contract average)
NE	Spokane	Gasoline Unleaded Regular / Conventional Clear 7.8 RVP UNL (contract average)
NE	Spokane	Gasoline Unleaded Midgrade / Conventional Clear 7.8 RVP MID (contract average)
NE	Spokane	Gasoline Unleaded Premium / Conventional Clear 7.8 RVP PRE (contract average)
NE	Spokane	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 7.8 RVP UNL (contract average)
NE	Spokane	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 7.8 RVP MID (contract average)
NE	Spokane	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 7.8 RVP PRE (contract average)
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Region	OPIS Reference City	Fuel Type / Specific OPIS Reference The Department of General Administration uses the OPIS DAILY GROSS CONTRACT (10:00 A.M. EST) pricing report as a cost basis. Refer to the matrix for specifics.
P	Tacoma	Biodiesel / OPIS Gross Wholesale B99 Combined Feedstock Biodiesel (contract average without RIN)
P	Anacortes	ULSD #1 Clear / Ultra Low Sulfur No. 1 (contract average)

P	Anacortes	ULSD #1 Dyed / Ultra Low Sulfur No. 1 Red Dye (contract average)
P	Tacoma	ULSD #2 Clear / Ultra-Low Diesel (contract average)
P	Tacoma	ULSD #2 Dyed (also used for Heating Oil) / Ultra-Low Red Diesel (contract average)
P	Tacoma	Gasoline Unleaded Regular / Conventional Clear 9.0 RVP UNL (contract average)
P	Tacoma	Gasoline Unleaded Midgrade / Conventional Clear 9.0 RVP MID (contract average)
P	Tacoma	Gasoline Unleaded Premium / Conventional Clear 9.0 RVP PRE (contract average)
P	Tacoma	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 9.0 RVP UNL (contract average)
P	Tacoma	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 9.0 RVP MID (contract average)
P	Tacoma	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 9.0 RVP PRE (contract average)
P	Tacoma	Gasoline Unleaded Regular / Conventional Clear 7.8 RVP UNL (contract average)
P	Tacoma	Gasoline Unleaded Midgrade / Conventional Clear 7.8 RVP MID (contract average)
P	Tacoma	Gasoline Unleaded Premium / Conventional Clear 7.8 RVP PRE (contract average)
P	Tacoma	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 7.8 RVP UNL (contract average)
P	Tacoma	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 7.8 RVP MID (contract average)
P	Tacoma	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 7.8 RVP PRE (contract average)

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SC	Tacoma	Biodiesel / OPIS Gross Wholesale B99 Combined Feedstock Biodiesel (contract average without RIN)
SC	Pasco	ULSD #1 Clear / Ultra Low Sulfur No. 1 (contract average)
SC	Pasco	ULSD #1 Dyed / Ultra Low Sulfur No. 1 Red Dye (contract average)
SC	Pasco	ULSD #2 Clear / Ultra-Low Diesel (contract average)
SC	Pasco	ULSD #2 Dyed (also used for Heating Oil) / Ultra-Low Red

		Diesel (contract average)
SC	Pasco	Gasoline Unleaded Regular / Conventional Clear 9.0 RVP UNL (contract average)
SC	Pasco	Gasoline Unleaded Midgrade / Conventional Clear 9.0 RVP MID (contract average)
SC	Pasco	Gasoline Unleaded Premium / Conventional Clear 9.0 RVP PRE (contract average)
SC	Pasco	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 9.0 RVP UNL (contract average)
SC	Pasco	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 9.0 RVP MID (contract average)
SC	Pasco	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 9.0 RVP PRE (contract average)
SC	Pasco	Gasoline Unleaded Regular / Conventional Clear 7.8 RVP UNL (contract average)
SC	Pasco	Gasoline Unleaded Midgrade / Conventional Clear 7.8 RVP MID (contract average)
SC	Pasco	Gasoline Unleaded Premium / Conventional Clear 7.8 RVP PRE (contract average)
SC	Pasco	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 7.8 RVP UNL (contract average)
SC	Pasco	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 7.8 RVP MID (contract average)
SC	Pasco	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 7.8 RVP PRE (contract average)

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Region	OPIS Reference City	Fuel Type / Specific OPIS Reference The Department of General Administration uses the OPIS DAILY GROSS CONTRACT (10:00 A.M. EST) pricing report as a cost basis. Refer to the matrix for specifics.
SE	Tacoma	Biodiesel / OPIS Gross Wholesale B99 Combined Feedstock Biodiesel (contract average without RIN)
SE	Pasco	ULSD #1 Clear / Ultra Low Sulfur No. 1 (contract average)
SE	Pasco	ULSD #1 Dyed / Ultra Low Sulfur No. 1 Red Dye (contract average)
SE	Pasco	ULSD #2 Clear / Ultra-Low Diesel (contract average)
SE	Pasco	ULSD #2 Dyed (also used for Heating Oil) / Ultra-Low Red Diesel (contract average)
SE	Pasco	Gasoline Unleaded Regular / Conventional Clear 9.0 RVP UNL (contract average)
SE	Pasco	Gasoline Unleaded Midgrade / Conventional Clear 9.0 RVP

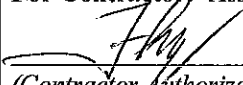
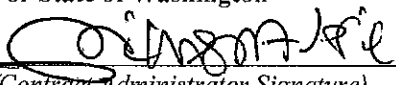
		MID (contract average)
SE	Pasco	Gasoline Unleaded Premium / Conventional Clear 9.0 RVP PRE (contract average)
SE	Pasco	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 9.0 RVP UNL (contract average)
SE	Pasco	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 9.0 RVP MID (contract average)
SE	Pasco	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 9.0 RVP PRE (contract average)
SE	Pasco	Gasoline Unleaded Regular / Conventional Clear 7.8 RVP UNL (contract average)
SE	Pasco	Gasoline Unleaded Midgrade / Conventional Clear 7.8 RVP MID (contract average)
SE	Pasco	Gasoline Unleaded Premium / Conventional Clear 7.8 RVP PRE (contract average)
SE	Pasco	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 7.8 RVP UNL (contract average)
SE	Pasco	Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 7.8 RVP MID (contract average)
SE	Pasco	Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 7.8 RVP PRE (contract average)

Region	OPIS Reference City	Fuel Type / Specific OPIS Reference The Department of General Administration uses the OPIS DAILY GROSS CONTRACT (10:00 A.M. EST) pricing report as a cost basis. Refer to the matrix for specifics.
SW	Tacoma	Biodiesel / OPIS Gross Wholesale B99 Combined Feedstock Biodiesel (contract average without RIN)
SW	Pasco	ULSD #1 Clear / Ultra Low Sulfur No. 1 (contract average)
SW	Pasco	ULSD #1 Dyed / Ultra Low Sulfur No. 1 Red Dye (contract average)
SW	Portland	ULSD #2 Clear / Ultra-Low Diesel (contract average)
SW	Portland	ULSD #2 Dyed (also used for Heating Oil) / Ultra-Low Red Diesel (contract average)
SW	Portland	Gasoline Unleaded Regular / Conventional Clear 9.0 RVP UNL (contract average)
SW	Portland	Gasoline Unleaded Midgrade / Conventional Clear 9.0 RVP MID (contract average)
SW	Portland	Gasoline Unleaded Premium / Conventional Clear 9.0 RVP PRE (contract average)
SW	Portland	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 9.0 RVP UNL (contract average)
SW	Portland	Gasoline E10 Unleaded Midgrade / Conventional Ethanol

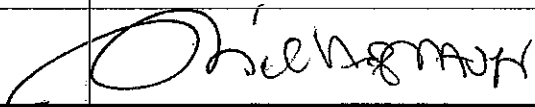
			10% 9.0 RVP MID (contract average)
SW	Portland		Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 9.0 RVP PRE (contract average)
SW	Portland		Gasoline Unleaded Regular / Conventional Clear 7.8 RVP UNL (contract average)
SW	Portland		Gasoline Unleaded Midgrade / Conventional Clear 7.8 RVP MID (contract average)
SW	Portland		Gasoline Unleaded Premium / Conventional Clear 7.8 RVP PRE (contract average)
SW	Portland		Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 7.8 RVP UNL (contract average)
SW	Portland		Gasoline E10 Unleaded Midgrade / Conventional Ethanol 10% 7.8 RVP MID (contract average)
SW	Portland		Gasoline E10 Unleaded Premium / Conventional Ethanol 10% 7.8 RVP PRE (contract average)

Authorizing Signatures

This contract amendment, consisting of *nine (9)* pages and *zero* attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor: Associated Petroleum Products		For State of Washington	
	7-29-2011	 For Farley	9/10/11
<i>(Contractor Authorized Representative Signature) (Date)</i>		<i>(Contract Administrator Signature) (Date)</i>	
(Print Name)	Frank Pupo Jr.	(Print Name)	Keith Farley
Address:	2320 Milwaukee Way P.O. Box 1397 Tacoma, WA 98401	Address	210 11 th Ave. S.W., Room 201, Olympia, WA 98504-1017
Telephone No.	253.627.6179	Telephone No.	(360) 902-7423
Email:	fpupo@associatedpetroleum.com	Email:	keith.farley@ga.wa.gov

GA Approval

OSP Authorizing Manager:	Michael Maverick	Date:	8/9/11
Signature:		Email:	michael.maverick@ga.wa.gov
		Phone:	360.902.7430

*Maverick 8/9/11
for removal*

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Office of State Procurement (OSP) 1500 Jefferson St. SE, Olympia, WA 98501-2355 • P. O. Box 41017 • Olympia, Washington 98504-1017 • (360) 407-7400 http://www.des.wa.gov	CONTRACT AMENDMENT	
	Contract Number: 00311	Date Issued: December 14, 2011
	Amendment Number: 2	Date Effective: Jan 1, 2012
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

Purpose of Amendment


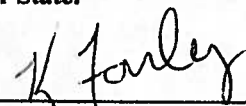
Purpose: Acknowledgement, Legal Notices, and to extend the current contract term.


- Acknowledging that the Department of General Administration has been reorganized into the Department of Enterprise Services (DES). The creation of DES became effective October 1, 2011.
- In section 20.4 – Legal Notice: For legal notice purposes, OSP’s address is now:

 Physical Address: 1500 Jefferson St. SE, Olympia, WA 98501-2355.
 Mailing Address: P. O. Box 41017, Olympia, WA 98504-1017.
- ADDED VERBIAGE to the contract:
SECTION 11.2 - Absent critical circumstances and OSP approval by contract amendment, OPIS multipliers shall not change during the life of the contract. Fuel prices will be allowed to increase or decrease during the life of the contract and OPIS DAILY AVERAGE rack prices (correlated to the actual delivery date) will serve as the basis for establishing contract fuel prices. With the possible exception of biodiesel, no other price change publication will likely be considered by OSP. Below is a table identifying the OPIS reference city for each of the 8 regions and the OPIS reference city will be used to establish fuel prices for all deliveries located in that region regardless of where the contractor sources the fuel to be delivered. Contractors are reminded that the cost charged to contract customers is a ceiling and not a floor. Contractors may always extend a voluntary price discount to contract customers.
***Amendment to read**
 For all deliveries made Saturday and/or Sunday fuel prices invoiced for those deliveries shall reflect OPIS DAILY AVERAGE rack prices posted for the following Monday.

Authorizing Signatures

This contract amendment, consisting of one (1) page and zero (0) attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:  (Contractor Authorized Representative Signature)		For State:  (Procurement Coordinator Signature)	
12/14/11		12.23.11	
(Date)		(Date)	
Print Name	Frank Pupo	Print Name	Keith Farley
Telephone No.	253-627-6179	Telephone No.	360-407-9410
Company	Associated Petroleum	Company	Dept. Enterprise Services Office of State Procurement

Mailing Address	PO Box 1397 Tacoma, WA 98401	Mailing Address	P. O. Box 41017 Olympia, WA 98504-1017
Physical Address	2320 Milwaukee Way Tacoma, WA 98421	Physical Address	1500 Jefferson St. SE Olympia, WA 98501-2355
Email:	fpupo@associatedpetroleum.com	Email:	kfarley@des.wa.gov
DES Approval			
OSP Authorizing Manager:	Michael Maverick	Date:	1/5/12
Signature: 		Email:	michael.maverick@des.wa.gov
		Phone:	360-407-9432

IAW OSP Policy C-009 Signature Authority

Michael Maverick 1/5/2012
 Dale Cobb 1-5-2012

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Office of State Procurement (OSP) 1500 Jefferson St. SE, Olympia, WA 98501-2355 • P. O. Box 41017 • Olympia, Washington 98504-1017 • (360) 407-7400 http://www.des.wa.gov	CONTRACT AMENDMENT	
	Contract Number: 00311	Date Issued: 1/12/12
	Amendment Number: 3	Date Effective: Upon DES Approval (signature)

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment


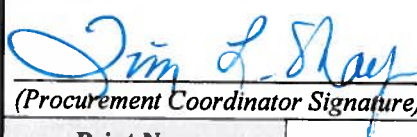
Purpose: Acknowledgement, Legal Notices, and to extend the current contract term.

- Acknowledging that the Department of General Administration has been reorganized into the Department of Enterprise Services (DES). The creation of DES became effective October 1, 2011.
- In section 20.4 – Legal Notice: For legal notice purposes, OSP’s address is now:


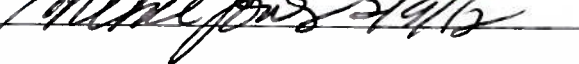
 Physical Address: 1500 Jefferson St. SE, Olympia, WA 98501-2355.
 Mailing Address: P. O. Box 41017, Olympia, WA 98504-1017.
- Contract 00311 is extended through May 20, 2014. Contract is extended under the same terms, conditions, specifications, and pricing unless otherwise stated in this Contract Amendment.

Authorizing Signatures

This contract amendment, consisting of one (1) page and zero (0) attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:  1-12-12 (Contractor Authorized Representative Signature) (Date)		For State:  2/02/12 (Procurement Coordinator Signature) (Date)	
Print Name	Frank Pupo	Print Name	Tim L. Shay
Telephone No.	253-627-6179	Telephone No.	360-407-9410
Company	Associated Petroleum	Company	Dept. Enterprise Services Office of State Procurement
Mailing Address	PO Box 1397 Tacoma, WA 98401	Mailing Address	P. O. Box 41017 Olympia, WA 98504-1017
Physical Address	2320 Milwaukee Way Tacoma, WA 98421	Physical Address	1500 Jefferson St. SE Olympia, WA 98501-2355
Email:	fpupo@associatedpetroleum.com	Email:	tim.shay@des.wa.gov

DES Approval

OSP Managers: Or	Michael Maverick 	Signature/Date 2/8/12
	Dale Colbert 	Signature/Date 2/8/12
	Cheral Jones 	Signature/Date 2/9/12
OSP CPO	Christine Warnock 	Signature/Date

#00311 – Fuel: Bulk and Keep-Full/Will-Call

Contract Amendment

Date Issued: 2/24/2014

Effective Date: 3/1/2014

Contractor Name: Associate Petroleum Products (APP)

Amendment Number: 04

This Contract Amendment is issued under the provisions of DES Master Contract #00311. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

1. Establish the DES Management Fee.
 2. Define and identify inclusion customer versus non-inclusion customers.
 3. Establish the contract's pricing structure.
 4. Establish a management fee adder.
 5. All other terms, conditions, specifications, and pricing.
-

1. DES Management Fee

For purposes of the DES Management Fee "total net sales" is defined as contract sales, less any taxes, returns, credits, or adjustments.

Beginning March 1, 2014, Contractor shall pay the Department of Enterprise Services (DES) a management fee (aka MF) equal to 0.74 percent (.0074) of the contract's inclusion customer total net sales. Contractor shall hold the management fee in trust for DES until such fees are remitted to DES. For expanded details regarding inclusion versus non-inclusion customers please refer to the contract section titled Inclusion Versus Non-inclusion Customer or List.

The Management Fee must be rolled into the contractor's current pricing using a management fee adder, not as a separate line item on the invoice. DES may, at its sole discretion, increase, reduce or eliminate the management fee upon 30 days written notice to Contractor. Any decrease or elimination of the management fee shall be reflected in the management fee adder. Any increase of the management fee may be reflected in the management fee adder provided the Contractor makes a timely request. Any management fee change and if applicable, any change in the management fee adder, will also be memorialized in a DES contract amendment. Failure by the Contractor to timely sign the amendment within the 30 days written notice period may result in suspension or termination. For expanded details regarding the management fee adder please refer to the contract section titled Management Fee Adder (aka MF adder).

For all inclusion and non-inclusion customers, Contractor will provide DES with a sales report (usage) detailing all total net sales for the preceding quarter in accordance with the Sales and Subcontractors Report section of the contract. DES will send an invoice each quarter, based on the Sales Report within 30 days after receiving the Sales Report. Payment of the Management Fee is due within one month following Contractor's receipt of the invoice from DES. See Usage, Invoice, and Remittance Table below.

Electronic Reporting Links: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>.

Taxability (if applicable): In 2013 the WA Department of Revenue announced that if the underlying transaction requires application of sales tax then the management fee portion of the transaction is also subject to sales tax. However, when the management fee that is held in trust by the Contractor is remitted to DES, it is not taxed a second time.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all Management Fees have been paid. Failure to accurately report total net sales, to submit a timely sales report, or remit timely payment of the Management Fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Management Fee payment from the Contractor to DES must reference the Contract number, work request number (if applicable), the name of the contractor as known to DES, the year and quarter for which the Management Fee is being remitted, and the DES invoice number.

All payments must be sent to:

Washington State Dept. Enterprise Services
 Finance Department
 1500 Jefferson
 P. O. Box 41460
 Olympia, WA 98501

Usage, Invoice, and Remittance Table			
Caution: Failure to report usage or remit fee as specified may result in immediate suspension, termination and other legal actions and legal remedies.			
Quarter Ends	Usage Report due from Contractor within one month following the end of the quarter	DES invoices the Contractor within one month following Usage reporting	Contractor remits the Management Fee to DES within one month following DES invoice.
March 31st	April 30th	May 31st	June 30th
June 30th	July 31st	August 31st	September 30th
September 30th	October 31st	November 30th	December 31st
December 31st	January 31st	February 28	March 31st

2. Inclusion Versus Non-inclusion Customer or list

The management fee (aka MF) paid by the Contractor to DES is based on the total net sales to contract customers. DES shall determine whether or not a customer's sales are included in the total net sales calculation. The default is that all customer sales are included in the total net sales (**inclusion**). DES may, at its sole discretion, identify customers whose sales will not be included in the total net sales calculation (**non-inclusion**) and shall become effective upon 30 days written notice to Contractor. Any changes to the non-inclusion list will also be memorialized in a DES contract amendment. Failure by the Contractor to timely sign the amendment within the 30 days written notice period may result in suspension or termination. References to inclusion or non-inclusion may also include the words customer or list.

Non-inclusion customers beginning March 1, 2014:

- Washington State Department of Transportation (WSDOT)
- King County, Washington and its subparts

3. Contract Pricing

This section contains references to non-inclusion list and inclusion list. For expanded details please refer to the contract section titled Inclusion Versus Non-inclusion Customer or List. This section contains references to a management fee adder (aka MF adder). For expanded details please refer to the section titled Management Fee Adder.

Non-inclusion Customer List:

- a. Per gallon fuel price: OPIS reference X contractor's bid multiplier.
- b. Delivery: Current agreed pricing.
- c. Diesel Exhaust Fluid: Current agreed pricing.
- d. Other products/services: Current agreed pricing.

Inclusion Customer List:

- a. Per gallon fuel price: OPIS reference X contractor's bid multiplier X MF adder expressed as a percentage.
- b. Delivery: Current agreed pricing X MF adder expressed as a percentage.
- c. Diesel Exhaust Fluid: Current agreed pricing X MF adder expressed as a percentage.
- d. Other products/services: Current agreed pricing X MF adder expressed as a percentage.

4. Management Fee Adder

The management fee adder (aka MF adder) is equal to the management fee. The management fee is currently .74% (aka .0074) but is subject to change under the rules established under the contract section titled DES Management Fee.

5. Except as modified herein, all other terms, conditions, specifications, and pricing remain unaffected.

Authorizing Signatures


For Contractor:



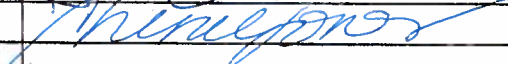
Frank Pupo, APP Inc.
 800.929.5243
 P.O. Box 1397
 Tacoma, WA 98401
 fpupo@associatedpetroleum.com

Signature 
 Date 2-24-14

For Contract:

Keith Farley, DES/MCC, Team 3
 (360) 407-9419
 PO Box 41408
 Olympia WA 98504-1408
 keith.farley@des.wa.gov

Signature 
 Date 2-26-14

DES Authorization Signature			
All Unit Managers	Michel Maverick		2/24/2014
	Dale Colbert		2/26/2014
	Cheral Jones		2/24/14
Or			
Chief Procurement Officer	Christine Warnock		

#00311 – Fuel: Bulk and Keep-Full/Will-Call

Contract Amendment

Date Issued: 2/14/2014
Effective Date: Upon DES Signature
Contractor Name: Associated Petroleum.
Amendment Number: 05

This Contract Amendment is issued under the provisions of DES Master Contract #00311. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment: To extend the period of performance on Contract 00311– Fuel: Bulk and Keep-Full/Will-Call.


1. The **Three (3) month** period of performance for this term shall be from the end of the current term May 21, 2014 with the term date of **August 31, 2014.**
2. All terms, conditions, specifications, and pricing remain unchanged.




Authorizing Signatures

For Contractor:
Frank Pupo, APP
 (253).627.6179
 2320 Milwaukee Way
 Tacoma, WA 98421
fpupo@associatedpetroleum.com

Signature 
 Date 3-14-14

For Contract:
Keith Farley, DES/MCC, Team 3
 (360) 407-9419
 PO Box 41408
 Olympia WA 98504-1408
keith.farley@des.wa.gov

Signature 
 Date 3.14.14

DES Authorization Signature		
All Unit Managers	Michel Maverick	 3/19/2014
	Dale Colbert	 3-19-14
	Cheral Jones	 3-19-14
Or		
Chief Procurement Officer	Christine Warnock	

#00311 – Fuel: Bulk and Keep-Full/Will-Call

Contract Amendment

Date Issued: 7/1/2014
Effective Date: 7/1/2014
Contractor Name: Associated Petroleum.
Amendment Number: 06

This Contract Amendment is issued under the provisions of DES Master Contract #00311. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment – Removal of Management Fee i.e.; Collection of, Remittance to, Adder and Customer Status.

- A Management Fee was added to contract 00311 via Amendment #04 effective March 10th, 2014 (see attachment 1). Effective July 1st, 2014 the DES Management Fee of 0.74 percent (.0074) for all customers identified as "Inclusive" on contract 00311 is removed.
- Effective July 1st, 2014 no Management Fee Adder will be a component of the pricing calculation.
- All customers are identified as Non-Inclusive customers.
- This amendment does not relieve Associated Petroleum from any Management Fee monies owed prior to the execution of this amendment.


Authorizing Signatures

For Contractor:
Frank Pupo, APP
 (253).627.6179
 2320 Milwaukee Way
 Tacoma, WA 98421
fpupo@associatedpetroleum.com

Signature _____
 Date 7-1-14

For Contract:
Keith Farley, DES/MCC, Team 3
 (360) 407-9419
 PO Box 41408
 Olympia WA 98504-1408
keith.farley@des.wa.gov

Signature Keith Farley
 Date 7-1-14

DES Authorization Signature			
As Unit Managers	Michel Maverick		7/9/14
Or			
Chief Procurement Officer	Christine Warnock		

#00311 – Fuel: Bulk and Keep-Full/Will-Call

Contract Amendment

Date Issued: 07/08/2014
Effective Date: Upon DES Signature
Contractor Name: Associated Petroleum.
Amendment Number: 07


This Contract Amendment is issued under the provisions of DES Master Contract #00311. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment: To extend the period of performance on Contract 00311– Fuel: Bulk and Keep-Full/Will-Call.


1. The period of performance for this term shall be from the end of the current term August 31, 2014 through May 20, 2015
2. All terms, conditions, specifications, and pricing remain unchanged.


Authorizing Signatures

For Contractor:
Frank Pupo, APP
 (253).627.6179
 2320 Milwaukee Way
 Tacoma, WA 98421
fpupo@associatedpetroleum.com

Signature 
 Date 7-7-14

For Contract:
Keith Farley, DES/MCC, Team 3
 (360) 407-9419
 PO Box 41408
 Olympia WA 98504-1408
keith.farley@des.wa.gov

Signature 
 Date 7.9.14

DES Authorization Signature			
All Unit Managers	Michel Maverick		7/9/14
Or			
Chief Procurement Officer	Christine Warnock		

#00311 – Fuel: Bulk and Keep-Full/Will-Call

Contract Amendment

Date Issued: 03/17/2015
Effective Date: Upon DES Signature
Contractor Name: Associated Petroleum.
Amendment Number: 08


This Contract Amendment is issued under the provisions of DES Master Contract #00311. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment: To extend the period of performance on Contract 00311– Fuel: Bulk and Keep-Full/Will-Call.

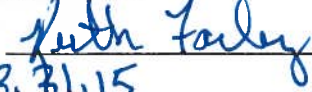
1. The period of performance for this contract shall be from the end of the current term through August 30th, 2015. The state of Washington is considering a rebid of 00311 and after 7/1/15 this contract (contract 00311) may run concurrently with another state of Washington fuel contract until contract 00311 expires.
2. All terms, conditions, specifications, and pricing remains unchanged.


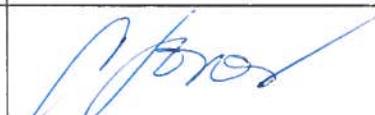
Authorizing Signatures

For Contractor:
Frank Pupo, APP
 (253) 627.6179
 2320 Milwaukee Way
 Tacoma, WA 98421
fpupo@associatedpetroleum.com

Signature 
 Date 3.30.15

For Contract:
Keith Farley, DES/MCC, Team 3
 (360) 407-9419
 PO Box 41408
 Olympia WA 98504-1408
keith.farley@des.wa.gov

Signature 
 Date 3.31.15

DES Authorization Signature			
All Unit Managers	Michel Maverick		3/31/15
Or			
Chief Procurement Officer	Cheral Jones		4/2/15

#00311 – Fuel: Bulk and Keep-Full/Will-Call

Contract Amendment

Date Issued: 7/9/15

Effective Date: Upon DES Signature

Contractor Name: Associated Petroleum.

Amendment Number: 09

This Contract Amendment is issued under the provisions of DES Master Contract #00311. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment: To extend the period of performance on Contract 00311– Fuel: Bulk and Keep-Full/Will-Call.

1. The period of performance for this contract shall be from the end of the current term through May 20, 2016. The state of Washington is considering a rebid of 00311 and after 1/1/16 this contract (contract 00311) may run concurrently with another state of Washington fuel contract until contract 00311 expires.
2. All terms, conditions, specifications, and pricing remains unchanged.

Authorizing Signatures

For Contractor:

Frank Pupo, APP
(253).627.6179
2320 Milwaukee Way
Tacoma, WA 98421
fpupo@gotoapp.com

Signature _____


Date 7/13/15

For Contract:

Keith Farley, DES/MCC, Team 3
(360) 407-9419
PO Box 41408
Olympia WA 98504-1408
keith.farley@des.wa.gov

Signature _____

Date 7.15.15

DES Authorization Signature			
All Unit Managers	Cynthia Shaw		7/21/15
Or			
Chief Procurement Officer	Cheral Manke		

#00311 – Fuel: Bulk and Keep-Full/Will-Call

Contract Amendment

Date Issued: September 28, 2015

Effective Date: October 1st, 2015

Contractor Name: APP

Amendment Number: 10

This Contract Amendment is issued under the provisions of DES Master Contract #00311. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment:

1. To add or revise, as applicable, the provisions of the contract relating to a Management Fee. The following language regarding the Management Fee is added to the contract. If the contract or any amendments already contain Management Fee language, the following language supersedes it.
 2. All terms, conditions, specifications, and pricing remains unchanged.
-

1. DES Management Fee: Beginning October 1, 2015:

Contractor will pay a management fee of 0.25 percent (0.025) of the contract's inclusion customer total net sales and shown as a separate line item on the invoice. Contractor shall hold the management fee in trust for DES until such fees are remitted to DES.

Per RCW 39.26.050: Provision of Goods and Services

1.1 Inclusion Versus Non-inclusion Customers or list

The management fee (aka MF) paid by the Contractor to DES is based on the total net sales to contract customers. DES shall determine whether or not a customer's sales are included in the total net sales calculation. The default is that all customer sales are included in the total net sales (**inclusion**). DES has, at its sole discretion, identify the following list of customers whose sales will not be included in the total net sales calculation (**non-inclusion**) and shall become effective October 1st, 2015. Any changes to the non-inclusion list will also be memorialized in a DES contract amendment. References to inclusion or non-inclusion may also include the words customer or list.

Reserved rights: the following list of customers have been identified as non-inclusion and are exempt from the DES Management Fee:

- **King County**
- **Washington State Department of Transportation(WSDOT)**
- **Snohomish County PTBAC Community Transit**
- **City of Seattle**
- **Pierce Transit**

1.2 Beginning October 1, 2015:

Contract Pricing

This section contains references to a management fee adder (aka MF adder). For expanded details please refer to the section titled Management Fee Adder.

Non-inclusion Customer List:

- a. Per gallon fuel price: OPIS reference X contractor's bid multiplier.
- b. Delivery: Current agreed pricing.
- c. Diesel Exhaust Fluid: Current agreed pricing.
- d. Other products/services: Current agreed pricing.

Inclusion Customer List:

- a. Per gallon fuel price: OPIS reference X contractor's bid multiplier X **MF adder** expressed as a percentage and separate line item.
- b. Delivery: Current agreed pricing X **MF adder** expressed as a percentage.
- c. Diesel Exhaust Fluid: Current agreed pricing X **MF adder** expressed as a percentage.
- d. Other products/services: Current agreed pricing X **MF adder** expressed as a percentage.

DES may, at its sole discretion, increase, decrease, or eliminate the Management Fee upon thirty (30) days written notice to Contractor. Any increase or decrease of the Management Fee, shall be reflected in contract pricing commensurate with the adjustment using the calculation above.

Contractor will provide DES with a Usage report detailing all Net Collected Amounts for the preceding quarter according to the table listed below, in accordance with the Sales and Subcontractors Report section of the contract. DES will send an invoice each quarter, based on such report within 30 days after receipt. Payment of the DES Management Fee is due one month following Contractor's receipt of the invoice from DES. See Usage, Invoice, and Remittance Table below.

Taxability (if applicable): In 2013, the WA Department of Revenue announced that if the underlying transaction requires sales tax then the DES Management Fee portion of the transaction is also subject to a sales tax. However, when the DES Management Fee that is held in trust by the Contractor is remitted to DES, it is not taxed a second time.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all DES Management Fees have been paid. Failure to accurately report Usage, to submit a timely Usage report, or remit timely payment of the DES Management Fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

DES Management Fee payment from the Contractor to DES must reference the Contract number, work request number (if applicable), the name of the contractor as known to DES, the year and quarter for which the DES Management Fee is being remitted, **and the DES invoice number.**

All payments must be sent to:

Washington State Dept. Enterprise Services
Finance Department
1500 Jefferson
P. O. Box 41460
Olympia, WA 98501

Usage, Invoice, and Remittance Table			
Quarter Ends	Usage Report due from Contractor within one month following the end of the quarter	DES invoices the Contractor within one month following Usage reporting	Contractor remits the Management Fee to DES within one month following DES invoice.
March 31st	April 30th	May 31st	June 30th
June 30th	July 31st	August 31st	September 30th
September 30th	October 31st	November 30th	December 31st
December 31st	January 31st	February 28	March 31st

2. All terms, conditions, specifications, and pricing remains unchanged.

Authorizing Signatures

For Contractor:
Frank Pupo, APP
 (253).627.6179
 2320 Milwaukee Way
 Tacoma, WA 98421
fpupo@gotoapp.com

Signature

Date 9/29/15

For Contract:
Keith Farley, DES
 (360) 407-9419
 PO Box 41408
 Olympia WA 98504-1408
keith.farley@des.wa.gov

Signature

Date

DES Authorization Signature			
Unit Manager	Cynthia Shaw		
Or			
Chief Procurement Officer	Cheral Manke		



#00311 – Fuel: Bulk and Keep-Full/Will-Call

Contract Amendment

Date Issued: 2/29/16
Effective Date: Upon DES Signature
Contractor Name: Associated Petroleum.
Amendment Number: 11


This Contract Amendment is issued under the provisions of DES Master Contract #00311. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment: To extend the period of performance on Contract 00311– Fuel: Bulk and Keep-Full/Will-Call.

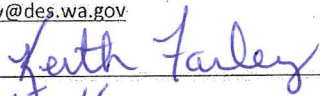
1. The Twenty Four (24) month period of performance for this contract shall be from the end of the current term May 21, 2016 with the term date of May 20, 2018.
2. All terms, conditions, specifications, and pricing remains unchanged.


Authorizing Signatures

For Contractor:
Frank Pupo, APP
 (253).627.6179
 2320 Milwaukee Way
 Tacoma, WA 98421
fpupo@gotoapp.com

Signature 
 Date 2-29-16

For Contract:
Keith Farley, DES/CPRM
 (360) 407-9419
 PO Box 41408
 Olympia WA 98504-1408
keith.farley@des.wa.gov

Signature 
 Date 3-13-16

DES Authorization Signature			
Unit Manager	Cynthia Shaw		
and			
DES Authorizing Manager	Greg Tolbert		3.14.16

State of Washington Contracts, Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	00311
Associated Petroleum Products, Inc. 2320 Milwaukee Way Tacoma, WA 98421	Amendment No.:	12
	Effective Date:	May 20, 2018

**TWELFTH AMENDMENT
 TO
 CONTRACT NO. 00311
 FUEL –BULK AND KEEP-FULL/WILL-CALL**

This Twelfth Amendment ("Amendment") to Contract No. 00311 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 ("State") and Associated Petroleum Products, Inc., a Washington Corporation ("Contractor") and is effective as of May 20, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00311 dated effective as of May 21, 2011 ("Contract").
- B. The Parties previously amended this Contract Eleven (11) times as follows: Contract amendments
- #01 issued August 8, 2011.
 - #02 issued January 5, 2012.
 - #03 issued February 8, 2012.
 - #04 issued February 26, 2014.
 - #05 issued March 14, 2014.
 - #06 issued July 9, 2014.
 - #07 issued July 9, 2014.
 - ~~#08 issued April 2, 2015.~~
 - #09 issued July 21, 2015.
 - #10 issued September 25, 2015.
 - #11 issued February 29, 2016.
- C. The Parties desire to amend the Contract to extend the term of the Contract consistent with the Contract and to include certain legislatively required contractual provisions.

- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

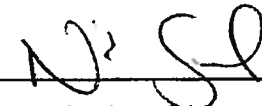
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TERM.** The Contract term is amended to extend the term such that it shall terminate May 20, 2021 or until implementation of a replacement contract, whichever occurs first.
2. **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this 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 Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to the Master Contract.
3. **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. 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 Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to the Contract.

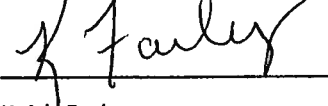
4. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. **AUTHORITY.** Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
7. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment 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 Amendment or such other ancillary agreement for all purposes.
8. **COUNTERPARTS.** This Amendment may be executed in one or more 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**ASSOCIATED PETROLEUM PRODUCTS, INC.
A WASHINGTON CORPORATION**

By: 
 Name: Nick Schoenfelder
 Title: VP - Pricing & Supply
 Date: 05/10/18

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Keith Farley
 Title: Contracts Specialist
 Date: 5.19.18