

State of Washington
DEPARTMENT OF GENERAL
ADMINISTRATION

Office of State Procurement

Rm. 201 General Administration Building, P.O. Box 41017 •
Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.ga.wa.gov>

CONTRACT AMENDMENT

Contract Number:

00311

Date Issued:

7/26/2011

Amendment Number:

001 – PetroCard

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)
NC	Spokane	Gasoline E10 Unleaded Regular / Conventional Ethanol 10% 9.0 RVP UNL (contract average)
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)

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.
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
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		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)
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.	
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)
<p>NPS = North Puget Sound, CPS = Central Puget Sound, P = Peninsula, SW = Southwest, NC = North Central, SC = South Central, NE = North East, SE = South East</p>		
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.
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

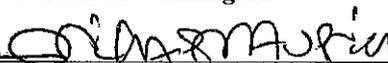
		Diesel (contract average)
SC	Pasco	Gasoline Unleaded Regular / Conventional Clear 9.0 RVP UNL (contract average)
SC	Pasco	Gasoline Unleaded Midgrade / Conventional Clear 9.0 RVP MID (contract average)
SC	Pasco	Gasoline Unleaded Premium / Conventional Clear 9.0 RVP PRE (contract average)
SC	Pasco	Gasoline 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)
<p>NPS = North Puget Sound, CPS = Central Puget Sound, P = Peninsula, SW = Southwest, NC = North Central, SC = South Central, NE = North East, SE = South East</p>		
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: PetroCard Inc.		For State of Washington	
	7/26/11	 for farley	8/8/11
(Contractor Authorized Representative Signature)	(Date)	(Contract Administrator Signature)	(Date)
(Print Name)	Debra Parsons	(Print Name)	Keith Farley
Address:	730 Central Ave. Kent, WA 98032	Address	210 11 th Ave. S.W., Room 201, Olympia, WA 98504-1017
Telephone No.	800.950.3835	Telephone No.	(360) 902-7423
Email:	dparsons@petrocard.com	Email:	keith.farley@ga.wa.gov

GA Approval

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

*Michael Parsons 8/8/11
for Wamose*

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

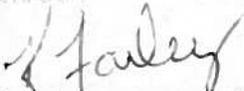
Purpose: Acknowledgement, Legal Notices, and to extend the current contract term.

- 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:  12/14/11 (Contractor Authorized Representative Signature) (Date)		For State:  12.23.11 (Procurement Coordinator Signature) (Date)	
Print Name	Debbie Parsons	Print Name	Keith Farley
Telephone No.	800-950-3855	Telephone No.	360-407-9419
Company	Petro Card	Company	Dept. Enterprise Services Office of State Procurement

Mailing Address	P.O. Box 34243 Seattle, WA 98124	Mailing Address	P. O. Box 41017 Olympia, WA 98504-1017
Physical Address	730 Central Ave Kent, WA 98035	Physical Address	1500 Jefferson St. SE Olympia, WA 98501-2355
Email:	dparsons@petrocard.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
Del CA 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.

1. 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.

2. 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.

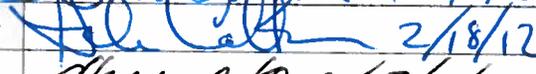
3. Contract 00311 is extended through May 20, 2014. Contract is extended under the same terms, conditions, specifications, and pricing unless otherwise stated in this Contract Amendment.

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:		For State:	
			
<i>(Contractor Authorized Representative Signature)</i>		<i>(Procurement Coordinator Signature)</i>	
<i>1/16/12</i>		<i>02/02/12</i>	
<i>(Date)</i>		<i>(Date)</i>	
Print Name	Debbie Parsons	Print Name	Tim L. Shay
Telephone No.	800-950-3855	Telephone No.	360-407-9410
Company	Petro Card	Company	Dept. Enterprise Services Office of State Procurement
Mailing Address	P.O. Box 34243 Seattle, WA 98124	Mailing Address	P. O. Box 41017 Olympia, WA 98504-1017
Physical Address	730 Central Ave Kent, WA 98035	Physical Address	1500 Jefferson St. SE Olympia, WA 98501-2355
Email:	dparsons@petrocard.com	Email:	tim.shay@des.wa.gov

DES Approval

OSP Managers: Or	Michael Maverick	Signature/Date	 2/8/12
	<i>DALE COLBERT</i>	Signature/Date	 2/18/12
	<i>CHERAL JONES</i>	Signature/Date	 2/9/12
OSP CPO	Christine Warnock	Signature/Date	

State of Washington
 DEPARTMENT OF ENTERPRISE SERVICES
Master Contracts & Consulting (MCC)
 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:
July 9, 2012

Amendment Number:
PetroCard - 4

Date Effective:
Upon DES Approval

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: DES Services, B5 Rack (Clear and Dyed), New OSP Identifier, and Resource Document.

- DIESEL EXHAUST FLUID (DEF):** SECTION 9.2 – Fuel Types, I – Additives/Conditioners/Treatment:, DEF/UREA, is replaced in its entirety as follows:

DEF/UREA: Many mass transit customers have a need for DEF/UREA. Contractor must provide this product upon customer request. The Bidder must provide DEF/UREA in 275/gal totes or 4,500/gal bulk quantities if requested by the customer. During the solicitation phase (part 1), the Bidders were instructed to provide pricing for DEF/UREA on the price sheet for the region/category bid. The per gallon price stated by the Bidder is FOB Destination, Freight Prepaid and Included. Price adjustments for DEF are detailed in the Contract – Part 2, Price Adjustment section.

In addition to the above, PetroCard, Inc. agrees to supply DEF in the following Quantities. The price identified below is initial pricing only and may be adjusted in accordance with the DEF Price Adjustment term, Section 11.12 – Price Adjustments.

Delivery	Quantity Size	Price Per Gallon*	Additional Service
Totes	275 gallon	\$1.86	
Totes	330 gallon	\$1.86	
Bulk**	1000 gallon	\$1.76	Includes pump charge
Bulk**	2500 gallon	\$1.71	Includes pump charge
Bulk**	4500 gallon	\$1.51	Includes pump charge
Bulk**	4800 gallon	\$1.51	Includes pump charge
*Pricing may change based on seasonal demand IAW the Price Adjustment term.			
**Bulk order delivered by stainless steel compartment tanker			

Official
 WM

2. **B5 Rack, Clear and Dyed:** The 00311 – Delivered Fuel: Bulk & Keep Full / Will-Call Service (PETROCARD) contract is modified as follows:

Contract 00311, section 1.1 – Purpose and 8.1 – Contract Scope is amended to add B5 Rack Clear and B5 Rack Dyed as two new core products to the original A – J list (now A – N list). The new list will appear 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. B5 Rack Clear
- J. B5 Rack Dyed
- K. Heating Oil (based on ULSD #2 Dyed)
- L. Other additives, energy products, incidentals, fuels, and services requested by qualified customers
- M. Diesel Exhaust Fluid (DEF)

Contract 00311, section 9.2 – Fuel Types, F – Biodiesel is amended to add a new subsection (1.) and the following new paragraph:

B5 Rack, Clear and Dyed: The 00311 PetroCard contract is amended to add a stand-alone B5 in the CPS region (Bulk Category). This product will be identified as **B5 Rack Clear** and **B5 Rack Dyed**.

General Statement: The 00311 (PetroCard) contract provides for the supply of biodiesel in any amount between B1 and B100, which includes B5. The current contract has rules that include, but are not limited to, Fuel Types (section 9.2), Manufacture (section 9.3), Feedstock Source (section 9.3.G), Biodiesel Blending (section 9.4), Sales Reports (section 10.7), Pricing (section 11), OPIS Rack Reference Cities Matrix (section 11.3), etc.

While B5 can already be purchased under the PetroCard contract as a blended product, customers are requesting a stand-alone version of B5 that can be purchased straight from a supplier's rack. It is believed a stand-alone B5 product will result in superior savings to the state customers.

B5 Rack may be ordered as clear or dyed subject to Section 9.2.G – Product Availability. B5 Rack must meet the contract terms including quality standards; however, is not required to meet the following:

- Section 9.3.A – BQ-9000 requirement, etc.
- Section 9.3.F – Biodiesel Product Age
- Section 9.3.G – Feedstock Source
- Section 9.3.H – Certificate of Origin
- Section 9.3.I – Contractor Samples
- Section 9.4 – Biodiesel Blending

Contract 00311 PetroCard, section 11.3 - OPIS Rack Reference Cities Matrix, Central Puget Sound region is amended to add the following line.

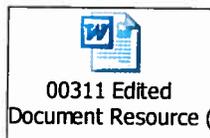
Region	OPIS Reference City	Fuel Type / Specific OPIS Reference The Department of General Administration uses the OPIS DAILY GROSS CONTRACT (10:00 A.M. EST) pricing report as a cost basis. Refer to the matrix for specifics.
CPS	Tacoma	B5 Rack, Clear and Dyed / OPIS Gross Wholesale B5 SME Biodiesel Prices (contract average – LSN2D Ultra).

Contract 00311 PetroCard adds section 11.6.1 – B5 Rack Biodiesel Pricing.

Tacoma OPIS Biodiesel daily report, OPIS Gross Wholesale B5 SME Biodiesel Prices (contract average – LSN2D Ultra) will serve as the basis for establishing B5 Rack, Clear and Dyed contract pricing. As authorized in section 9.2 H – Future Types, the negotiated multiplier shall be the same as was the PetroCard multiplier for ULSD#2 (currently 0.9971). If B5 Rack Clear is ordered, the per-gallon price is reduced by 0.50 cents.

3. The Office of State Procurement (OSP) is now known as Master Contracts & Consulting (MCC or Master Contracts).
4. Edited Document Resource: Incorporated as an embedded file below is the original contract that has been edited to include the changes resulting from #00311 PetroCard contract amendments 1 through 4. The document’s header reflects the following: “Edited Incorporates Amendments 1-4 – PetroCard Inc.”

This document may be referenced and relied upon the same as any signed #00311 PetroCard contract amendment. In the event of an inconsistency or conflict with a signed #00311 PetroCard contract amendment and the edited document resource below, the signed contract amendment shall control over the edited document resource.



Authorizing Signatures

This contract amendment, consisting of four (4) pages and one (1) embedded attachment consisting of 134 pages is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:  7/18/12 <i>(Contractor Authorized Representative Signature) (Date)</i>		For State:  7.28.12 <i>(Procurement Coordinator Signature) (Date)</i>	
Print Name	Debbie Parsons	Print Name	Keith Farley
Telephone No.	800-950-3855	Telephone No.	360-407-9419
Company	Petro Card	Company	Dept. Enterprise Services Master Contracts & Consulting
Mailing Address	P.O. Box 34243 Seattle, WA 98124	Mailing Address	P. O. Box 41017 Olympia, WA 98504-1017
Physical Address	730 Central Ave Kent, WA 98035	Physical Address	1500 Jefferson St. SE Olympia, WA 98501-2355
Email:	dparsons@petrocard.com	Email:	kfarley@des.wa.gov

DES Approval

MCC Managers: Or	Michael Maverick	Signature/Date	 7/25/12
	Cheral Jones	Signature/Date	 7/25/12
	Dale Colbert	Signature/Date	 7-30-12
MCC CPO	Christine Warnock	Signature/Date	NA

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

Contract Amendment

Date Issued: 2/14/2014

Effective Date: 3/1/2014

Contractor Name: PetroCard Inc.

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

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.

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 within this section below.

Electronic Reporting Links: <https://fortress.wa.gov/ga/apps/garpts/UsageWorksheet.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 sales taxable. 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:

Debra Parsons, PetroCard Inc.
 (253) 867-3205
 703 Central Ave. S.
 Kent, WA 98032
dparsons@petrocard.com

Signature *Debra Parsons*
 Date 2/14/14

For Contract:

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

Signature *Keith Farley*
 Date 2/14/14

DES Authorization Signature			
All Unit Managers	Michel Maverick	<i>[Signature]</i>	2/14/14
	Dale Colbert	<i>[Signature]</i>	2-14-14
	Cheral Jones	<i>[Signature]</i>	2-14-14
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: PetroCard Inc.
Amendment Number: 06

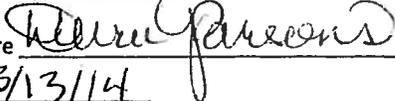
This Contract Amendment is issued under the provisions of DES Master Contract #00311. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby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

Purpose of Amendment: To extend the current contract term.

1. The period of performance for this term shall be from the end of the current term May 21, 2014 through August 31st 2014.
2. All terms, conditions, specifications, and pricing remain unchanged.

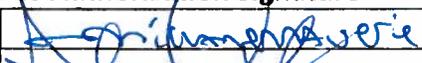
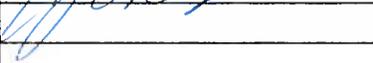
Authorizing Signatures

For Contractor:
Debra Parsons, PetroCard Inc.
 (253) 867-3205
 703 Central Ave. S.
 Kent, WA 98032
dparsons@petrocard.com

Signature 
 Date 3/13/14

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		3-19-14 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: 3/25/2014

Effective Date: 3/26/2014

Amendment Number: 07

Contractor Name: PetroCard Inc.

This Contract Amendment is issued under the provisions of [the contract referenced above]. 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 clarify the availability of B5 Rack Clear and Dyed Fuel Type.

Section 9.2.G Product Unavailability:

Contractor's must provide the product if the product is available and it is deemed available if OPIS posts it in the OPIS Report for the reference city. See OPIS Rack Reference Cities Matrix for expanded details.

Section 11.6.1 OPIS Rack Reference Cities Matrix, Central Puget Sound region.

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	B5 Rack, Clear and Dyed / OPIS Gross Wholesale B5 SME Biodiesel Prices (contract average – LSN2D Ultra).

Contract 00311 PetroCard adds Section 11.6.1 – B5 Rack Biodiesel Pricing:

Tacoma OPIS Biodiesel daily report, OPIS Gross Wholesale B5 SME Biodiesel Prices (contract average – LSN2D Ultra) will serve as the basis for establishing B5 Rack, Clear and Dyed contract pricing. As authorized in section 9.2 H – Future Types, the negotiated multiplier shall be the same as was the PetroCard multiplier for ULSD#2 (currently 0.9971). If B5 Rack Clear is ordered, the per-gallon price is reduced by 0.50 cents.

Clarification as it relates to Amendment #04(July 2012):

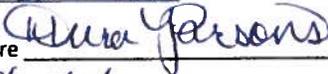
In the event the daily OPIS report subscribed to by DES indicates any outage for unbranded, Tacoma OPIS Biodiesel daily report, OPIS Gross Wholesale B5 SME Biodiesel Prices (contract average – LSN2D Ultra) the product will be deemed unavailable for contract purposes.

Outage is indicated in the OPIS report with "o" listed next to pricing and is not part of the contract average calculation.

Authorizing Signatures

For Contractor:

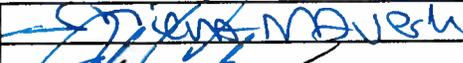
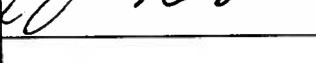
Debra Parsons, PetroCard Inc.
 (253) 867-3205
 703 Central Ave. S.
 Kent, WA 98032
dparsons@petrocard.com

Signature 
 Date 3/25/14

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 4/24/14

DES Authorization Signature			
All Unit Managers	Michel Maverick		3/26/2014
	Dale Colbert		4-1-14
	Cheral Jones		3/3/14
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: PetroCard Inc.
Amendment Number: 08

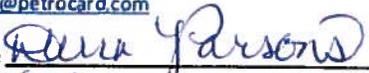
This Contract Amendment is issued under the provisions of DES Master Contract #00311. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby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

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

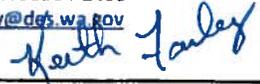
- A Management Fee was added to contract 00311 via Amendment #05 effective March 10th, 2014 (see attachment 1). Effective July 1st, 2014 the DES Management Fee of 0.74 percent (.0074) for all customers identified as "Inclusive" on contract 00311 is removed.
- Effective July 1st, 2014 no Management Fee Adder will be a component of the pricing calculation.
- All customers are identified as Non-Inclusive customers.
- This amendment does not relieve PetroCard Inc. from any Management Fee monies owed prior to the execution of this amendment.

Authorizing Signatures

For Contractor:
Debra Parsons, PetroCard Inc.
 (253) 867-3205
 703 Central Ave. S.
 Kent, WA 98032
dparsons@petrocard.com

Signature 
 Date 7/8/14

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

Signature 
 Date 7.2.14

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: 07/07/2014
Effective Date: Upon DES Signature
Contractor Name: PetroCard Inc.
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 current contract term.

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:
~~Bob Parsons~~
W. SCOTT WALTERS
 Bob Parsons, PetroCard Inc.
 (253) 867-3205
 703 Central Ave. S.
 Kent, WA 98032
dparsons@petrocard.com

Signature W. Scott Walters SVP
 Date 7/9/2014

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 7.9.14

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: 3/17/2015
Effective Date: Upon DES Signature
Contractor Name: PetroCard Inc.
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: To extend the current contract term.

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.

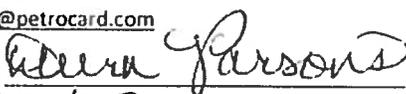
Authorizing Signatures

For Contractor:

Debra Parsons, PetroCard Inc.
 (253) 867-3205
 703 Central Ave. S.
 Kent, WA 98032
dparsons@petrocard.com

Signature

Date 3/30/15

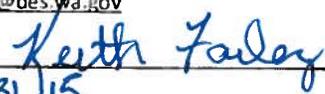


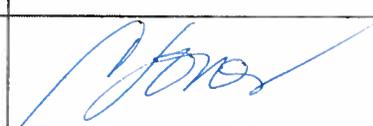
For Contract:

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: PetroCard Inc.
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 current contract term.

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:
Debra Parsons, PetroCard Inc.
 (253) 867-3205
 703 Central Ave. S.
 Kent, WA 98032
dparsons@petrocard.com

Signature WA Inward - V.P. Fuels Division
 Date 7/14/15

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

Signature K Farley
 Date 7.15.15

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

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

Contract Amendment

Date Issued: September 25, 2015

Effective Date: October 1st, 2015

Contractor Name: PetroCard

Amendment Number: 12

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

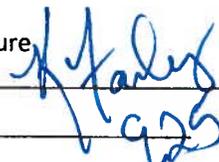
Usage, Invoice, and Remittance Table			
Quarter Ends	Usage Report due from Contractor within one month following the end of the quarter	DES invoices the Contractor within one month following Usage reporting	Contractor remits the Management Fee to DES within one month following DES invoice.
March 31st	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

Authorizing Signatures

For Contractor:
Don Grosco, PetroCard
 253.867.3217
 703 Central Ave S
 Kent, WA 98032
dgrosco@petrocard.com

Signature 
 Date 9/25/2015

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

Signature 
 Date 9/25

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: PetroCard Inc.
Amendment Number: 13

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 current contract term.

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:
W Scott Walters, PetroCard Inc.
 (253) 867 3277
 703 Central Ave. S.
 Kent, WA 98032
swalters@petrocard.com

Signature W. Scott Walters
 Date 3/11/2016

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

Signature Keith Farley
 Date 3.13.16

DES Authorization Signature			
Unit Manager	Cynthia Shaw		
Or			
DES Authorizing Manager	Greg Tolbert	<u>Greg Tolbert</u>	<u>3.14.16</u>

State of Washington Contracts, Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	00311
PetroCard, Inc. 703 Central Ave South Kent, WA 98032	Amendment No.:	14
	Effective Date:	May 20, 2018

FOURTEENTH AMENDMENT
TO
CONTRACT No. 00311
FUEL –BULK AND KEEP-FULL/WILL-CALL

This Fourteenth 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 PetroCard, 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 thirteen (13) times as follows: Contract amendments
- #01 issued August 8, 2011.
 - #02 issued January 5, 2012.
 - #03 issued February 8, 2012.
 - #04 issued July 30, 2012.
 - #05 issued February 14, 2014.
 - #06 issued March 19, 2014.
 - #07 issued April 26, 2014.
 - ~~#08 issued July 9, 2014.~~
 - #09 issued July 9, 2014.
 - #10 issued March 31, 2015.
 - #11 issued July 15, 2015.
 - #12 issued September 25, 2015.
 - #13 issued March 15, 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. Provided however in the event the State elects to implement a replacement contract, the state shall provide Sixty (60) days advance notice of such termination.

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.

PetroCard, Inc.
A WASHINGTON CORPORATION

By: Laura Yellig
Name: Laura Yellig
Title: President & CEO
Date: 5-10-18

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

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

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

Petrocard, Inc.
730 Central Ave S.
Kent WA, 98032

**FIFTEENTH AMENDMENT
TO
CONTRACT NO. 00311
DELIVERED FUEL – BULK & KEEP FULL / WILL-CALL SERVICE**

This Fifteenth 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 Petrocard, Inc., a Washington Corporation (“Contractor”) and is effective as of May 1, 2019.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 00311 for Delivered Fuel – Bulk & Keep Full / Will-Call Services dated effective as of May 21, 2011 (“Contract”).
- B. The Parties previously amended the Contract as stated below:
- a. Amendment 1 to update the Fuel Matrix and OPIS reference cities effective on August 8, 2011.
 - b. Amendment 2 to recognize the reorganization of the Department of General Administration into the Department of Enterprise Services effective on January 1, 2012.
 - c. Amendment 3 to extend the Contract through May 20, 2014 effective on February 2, 2012.
 - d. Amendment 4 to amend Diesel Exhaust Fluid section and add B5 Clear and B5 Dyed to the Contract effective on July 28, 2012.
 - e. Amendment 5 to establish the vendor management fee effective on March 1, 2014.
 - f. Amendment 6 to extend the Contract through August 31, 2014 effective on March 14, 2014.
 - g. Amendment 7 to clarify the availability of B5 Rack Clear and Dyed Fuel Type effective March 26, 2014.
 - h. Amendment 8 to remove the vendor management fee effective July 1, 2014.
 - i. Amendment 9 to extend the Contract through May 20, 2015 effective July 9, 2014.
 - j. Amendment 10 to extend the Contract through August 30, 2015 effective March 31, 2015.
 - k. Amendment 11 to extend the Contract through May 20, 2016 effective July 15, 2015.
 - l. Amendment 12 to establish the vendor management fee effective October 1, 2015.

- m. Amendment 13 to extend the Contract through May 20, 2018 effective March 15, 2016.
- n. Amendment 14 to extend the Contract through May 20, 2021 effective May 20, 2018.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein to increase OPIS price multipliers due to increases in freight transportation costs.

AGREEMENT

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. OPIS PRICE MULTIPLIERS. Contractor’s OPIS Multipliers in the attachment section of the Contract are hereby deleted and replaced with the following:

Biodiesel	ULSD #1	ULSD #2	Gasoline	Heating Oil	B5 Rack Clear	B5 Rack Dyed
0.9951	1.0241	1.0022	1.0080	1.0022	1.0022	1.0022

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. 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.
4. 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.
5. 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.
6. 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.

PETROCARD, INC.
A WASHINGTON CORPORATION

By: Laura Yellig
Name: Laura Yellig
Title: President + CEO
Date: 4-29-19

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Corinna Cooper
Name: Corinna Cooper
Title: Enterprise Procurement Manager
Date: 4-29-19