



EXHIBIT A-1 – BIDDER’S CERTIFICATION

Competitive Solicitation:	No. 08721 – Fuels: Gasoline, Diesel, and Renewables		
Bidder:	<u>Associated Petroleum Products, Inc</u> Type/print full legal name of Bidder		
Bidder’s Address:	<u>Po Box 1397, Tacoma, WA 98401-1397</u> Type/print Bidder’s Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input checked="" type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State of Formation:	<u>Washington</u> Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		
Doing Business Under Another Name: Check appropriate box	<p>State whether Bidder has been doing business under another name during the past five years:</p> <p><input checked="" type="checkbox"/> Bidder has NOT done business under another name <input type="checkbox"/> Bidder HAS done business under another name</p> <p>If Bidder HAS done business under another name, provide the name(s) and addresses:</p> <p>Name: _____</p> <p>Address: _____</p>		

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

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

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

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

8. FUEL CAPABILITY. Bidder certifies that, if awarded the Master Contract pursuant to this Competitive Solicitation, it has the operational and financial ability to perform the Master Contract.

9. INSURANCE. Bidder certifies as follows (*must check one*):

☐ *BIDDER HAS REQUIRED INSURANCE.* Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Master Contract (note: Bidder must attach the Insurance Certificate).

OR

☒ *BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Master Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

☐ *BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Master Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to Enterprise Services within twenty-four (24) hours of such designation.

10. DEBARMENT. Bidder certifies as follows (*must check one*):

☒ *NO DEBARMENT.* Bidder and/or its principals are not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.

OR

☐ *DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity within the United States.

11. CRIMINAL OFFENSE. Bidder (including Bidder's officers) certifies as follows (*must check one*):

☒ *NO CRIMINAL OFFENSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

☐ *CRIMINAL OFFENSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder

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

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

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

OR

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

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

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

OR

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

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

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

OR

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

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

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

OR

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

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

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

OR

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

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

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

OR

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

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

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

OR

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

Solicitation.

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

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

OR

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

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

☒ **BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.** Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: 600-644-597

OR

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

OR

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

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

☒ **BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.** Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: 600-644-597.

OR

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

OR

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

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

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

OR

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

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

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

OR

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

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

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

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

OR

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

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

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

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

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

OR

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

**** Although Bidder does not currently have a Vaccination Verification Plan in place, Bidder's employees who would be providing fuel delivery services are not required to be vaccinated by the State of Washington. (See Proclamation 21-14.1(6)(f) – exempting from vaccination "on-site contractors ... such as contractors delivering supplies by truck ... where they remain physically distanced from others on the site.

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

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

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

BIDDER NAME: Associated Petroleum Products, Inc
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

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

Title: VP, NA National Sales Place: Washington
Title of person signing certificate Print city and state where signed

Date: October 05, 2021



EXHIBIT A-2 – BIDDER’S PROFILE

Competitive Solicitation:	No. 08721 – Fuels: Gasoline, Diesel, and Renewable
Bidder:	<u>Associated Petroleum Products, Inc.</u> <small>Type/print full legal name of Bidder</small>

BIDDER INFORMATION	
Legal name of Bidder: Address of Bidder: <i>Note:</i> This information must match the information from Bidder’s Business License.	<u>Associated Petroleum Products, Inc.</u> <small>Business Name</small> <u>PO BOX 1397</u> <small>Address</small> <u>Tacoma, WA 98401-1397</u> <small>City, State, Zip Code</small>
Bidder’s Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number: <i>Note:</i> A nine digit UBI number is assigned to each registered businesses in Washington.	<u>600-644-597</u>
Taxpayer Identification No. (TIN): <i>Note:</i> Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). Do Not provide a Social Security Number.	<u>91-1186058</u>
Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide Bidder’s MWBE certification no.: _____

BIDDER INFORMATION	
<p>Is your firm a self-certified Washington State Small Business?</p> <p><i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Washington State Small Business.</i></p> <p><i>Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</i></p> <ul style="list-style-type: none"> ▪ Microbusiness: Annual gross revenue of less than one million dollars. ▪ Minibusiness: Annual gross revenue of more than one million dollars, but less than three million dollars. ▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years. 	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, provide the location for Bidder’s principal place of business:</p> <p>_____</p> <p>Street Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>If yes, what is your business size (based on annual gross revenue)?</p> <p>Microbusiness <input type="checkbox"/></p> <p>Minibusiness <input type="checkbox"/></p> <p>Small Business <input type="checkbox"/></p>
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p><i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Certified Veteran-Owned Business.</i></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, provide Bidder’s WDVA certification no.: _____</p>

CONTRACT MANAGEMENT POINTS OF CONTACT FOR BIDDER	
<p>Authorized Representative</p> <p>Name: <u>Jim Pederson</u></p> <p>Email: <u>jpederson@world-kinect.com</u></p> <p>Phone: <u>253-627-6179</u></p>	<p>Contract Administrator</p> <p>Name: <u>Gary E. Fielder</u></p> <p>Email: <u>gfiedler@world-kinect.com</u></p> <p>Phone: <u>360-815-4950</u></p>
<p>Sales Reporting Representative</p> <p>Name: <u>Kyle Smith</u></p> <p>Email: <u>kysmith@world-kinect.com</u></p> <p>Phone: <u>26-571-6779</u></p>	<p>Sales Reporting Alternate</p> <p>Name: <u>Gary E. Fielder</u></p> <p>Email: <u>gfiedler@world-kinect.com</u></p> <p>Phone: <u>360-815-4950</u></p>
<p>Management Fee Representative</p> <p>Name: <u>Dang Dang</u></p> <p>Email: <u>ddang@world-kinect.com</u></p> <p>Phone: <u>253-207-4376</u></p>	<p>Management Fee Contact Alternate</p> <p>Name: <u>Bradley Varvil</u></p> <p>Email: <u>bvarvil@world-kinect.com</u></p> <p>Phone: <u>253-441-4267</u></p>

CONTRACT MANAGEMENT POINTS OF CONTACT FOR BIDDER

Address for Enterprise Services to send management fee invoices:

Company name: Associated Petroleum Products, Inc

Attn: Accounts Payable

Address: P O Box 1397

City/State/Zip: Tacoma, WA 98401-1397

Address for Enterprise Services to send legal notices:

Company name: Associated Petroleum Products, Inc

Attn: _____

Address: P O Box 1397

City/State/Zip: Tacoma, WA 98401-1397

ORDERING/SALES POINTS OF CONTACT (expand as necessary)

Name	Phone Number	E-mail	Area of Responsibility
CSR Team	253-627-6179 ext. 3	commercialcsr@gotoapp.com	Customer Service Team
Kyle Smith	206-571-6779	kysmith@world-kinect.com	Sales Manager
Sandy Hand	253-274-4783	Shand@world-kinect.com	CSR Manager

REFERENCES

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

REFERENCE 1	
Company Name:	<u>Washington State Department of Transportation</u>
Contact:	<u>Linda Jones</u>
Phone:	<u>360-357-2635</u>
Email:	<u>Jonesl@wsdot.wa.gov</u>
REFERENCE 2	
Company Name:	<u>Oak Harbor Freight Lines</u>
Contact:	<u>Dan Vanderpol</u>
Phone:	<u>253-486-3929</u>
Email:	<u>Dan.vanderpol@oakh.com</u>
REFERENCE 3	
Company Name:	<u>Cadman Inc.</u>
Contact:	<u>Nancy McAvoy</u>
Phone:	<u>604-952-5642</u>
Email:	<u>Nancy.mcavoy@lehighhanson.com</u>

PURCHASE CARDS (I.E., CREDIT CARDS)

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

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

N/A- No Credit Cards accepted

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

Please indicate your prompt payment discount:

0 (zero) percentage discount (%) 0 (zero) specific dollar amount (\$)

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



EXHIBIT A-3 – BIDDER’S FTA CERTIFICATIONS

BIDDER’S GOVERNMENT WIDE DEBARMENT AND SUSPENSION CERTIFICATION

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

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

Bidder hereby certifies that:

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

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

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

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

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

BIDDER NAME: Associated Petroleum Products, Inc
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: Jim Pederson
Signature of Bidder's authorized person

Jim Pederson
Print Name of person making certifications for Bidder

Title: VP, NA National Sales
Title of person signing certificate

Date: October 05, 2021

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

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

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

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

BIDDER NAME: Associated Petroleum Products, Inc
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: *Jim Pederson*
Signature of Bidder's authorized person

Jim Pederson
Print Name of person making certifications for Bidder

Title: VP NA, National Sales
Title of person signing certificate

Date: October 05, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): 8662837122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED World Fuel Services Corporation 9800 N.W. 41st Street Suite 400 Miami FL 33178 USA	INSURER A: Ironshore Specialty Insurance Company	25445
	INSURER B: National Fire & Marine Ins Co	20079
	INSURER C: Indemnity Insurance Co of North America	43575
	INSURER D: ACE American Insurance Company	22667
	INSURER E: ACE Property & Casualty Insurance Co.	20699
	INSURER F: Everest National Insurance Co	10120

COVERAGES**CERTIFICATE NUMBER:** 570088330224**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			42GLO10027708 SIR applies per policy terms & conditions	07/01/2021	07/01/2022	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25547275	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			XOOG28134381006	07/01/2021	07/01/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC67820149	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Site Liab			002825002 Pollution Legal Liability	07/01/2018	07/01/2022	Aggregate \$2,000,000 Each Incident \$1,000,000 Ded. Ea. Incident \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

Named Insured's Complete Name: World Fuel Services Corporation, including all its subsidiaries.

CERTIFICATE HOLDER**CANCELLATION**

World Fuel Services Corp 9800 N.W. 41st Street Miami FL 33178 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570088330224



THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

[illegible]



AGENCY CUSTOMER ID: 570000058200

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED World Fuel Services Corporation
POLICY NUMBER See Certificate Number: 570088330224		
CARRIER See Certificate Number: 570088330224	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Pollution Legal Liability

Excess Pollution Legal Liability:
Ironshore Specialty Insurance Company
Policy#: 003204801
Policy Dates: 7-1-2018 to 7-1-2022
\$49,000,000 Aggregate
\$49,000,000 Each Event

EXHIBIT B-1 - FUEL REQUIREMENTS

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

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

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

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

B. Additional Requirements for Biodiesel and Renewable Diesel Fuels:

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

is in the active process of getting feedstock production pathways certified through California and/or Oregon LCFS programs.

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

C. Renewable Gasoline Requirements:

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

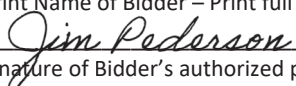
fuel pathway codes approved under the California and/or Oregon state LCFS program(s) will be accepted and considered in compliance of this contract requirement. A temporary fuel pathway code may be referenced if the producer is in the active process of getting feedstock production pathways certified through California and/or Oregon LCFS programs. If Washington State adopts an LCFS program with pathways during the term of this contract, then those corresponding certified pathways would also be accepted. Co-mingled feedstock production will show gallons sold of each certified pathway and feedstock origin clearly on the PTD in order to verify compliance and allow calculation of lifecycle greenhouse gas emissions of fuel purchased.

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

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

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

BIDDER NAME: Associated Petroleum Products, Inc
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

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

Title: VP, NA National Sales Place: Washington
Title of person signing certificate Print city and state where signed

Date: October 05, 2021



EXHIBIT B-2 –BIDDER PERFORMANCE REQUIREMENTS

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

1. **WILL CALL.** Purchasers will place fuel orders on an as needed basis for specific fuel sites. Will Call may include on-going regularly scheduled deliveries.
 - a. **Order Placement.** Purchaser will place Will Call order with Contractors representatives. Contract shall acknowledge all Purchaser Orders from Purchasers with valid customer accounts within one (1) business day. Contractor will deliver request fuel volume within 2 business days after a verbal, electronic, written or faxed order is received. Purchaser will set deliver time and special requirements for deliver.
 - b. **Fuel Amount.** The amount of fuel product delivered by Contractor must be reasonably equal (within +/- 2%) to the amount of fuel product ordered by Purchaser.
2. **KEEP-FULL.**
 - a. **Setup and Order Placement.** Keep-Full service requires Contractor and Purchaser to have a post award agreement that meets Purchaser’s needs. Contractor guarantees that the storage tanks always retain sufficient inventory to satisfy Purchaser’s needs. In general, the state expects that tank levels never fall below 20% of capacity before refueling occurs. Purchasers will be allowed to adjust this percentage up or down in their subsequent Keep-Full agreement depending upon their own unique business requirements. Tanks that are 35% full (15 percent increments of tank capacity above the lower threshold) will not incur fee other than the price of the fuel unless otherwise agreed in the Keep-Full agreement.
 - b. **Initiating Keep-Full.** Prior to initiating Keep-Full coverage, Purchasers will be required to provide Contractor with their specific delivery requirements, which identifies information such as:
 - i. Fuel tank profile information (i.e. site location, site contact, tank size, fuel type, etc.)
 - ii. Available delivery time frames and/or the days and times when deliveries can or cannot occur.
 - iii. Minimum allowable tank level percentage before refueling is to occur.
 - iv. Delivery access procedures, protocols, and or special instructions, if any.
 - v. Requested activation date (not to exceed 5 calendar days of request).
 - vi. Place lower delivery service fees, if any, in the Special Instructions box.
 - c. **Keep-Full Inventory Management.** Contractor shall monitor tank inventory levels to effectively manage tank inventories. Purchasers will be responsible for providing tank level data to the Contractor in a mutually agreed upon method. Purchasers will notify Contractor of any anticipated unusual increases in fuel demand. Contractor shall identify how often

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

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

3. DELIVERY

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

information in the Price Sheet. Contractor shall over the life of the Master Contract find innovative ways to reduce the impact of delivery fees.

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

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

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

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

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

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

- d. Deliveries may be reduced, increased or delayed, depending on the Event and the immediate need of the Purchasers in order to ensure that no Purchasers run out of fuel. If a delivery is made short, Contractor shall contact the affected Purchasers prior to delivery to inform them of the short. If the Purchasers provides a reasonable business justification for refusing the short (for example, their usage rate demonstrates the location risks running out of fuel due to the short delivery) then Contractor shall deliver the fuel in the quantity ordered.
 - e. During times of demand spikes, regional or industry wide fuel shortages, urgent need, Governor-proclaimed state of emergency, catastrophes and in the event of fuel supply shortages at the terminal established as the primary point of supply for any particular Purchasers, Contractor shall notify the affected Purchasers of the shortage and the expected date of return to normal operations.
 - f. In the event of an emergency, Contractor, for the duration of the emergency, may charge its standard emergency fee (which is charged to all other purchasers). Such fee shall be included on the invoice as a separate line item in addition to the standard delivery fee. If no standard emergency fee exists, then a reasonable emergency premium is to be added to the invoice (as a separate line item) in addition to normal contract service fees; Provided, however, that any such emergency fee must be invoiced to all of Contractor's customers.
5. **EMERGENCY PLAN.** In the event of an emergency, Contractor will guarantee fulfillment of an emergency Keep-Full delivery within a maximum of six (6) hours of a verbal, electronic, written or faxed order. Emergency orders are to be top priority and Contractor must be equipped and prepared to successfully fulfill an emergency delivery 7 days a week, 24 hours a day. Contractor shall furnish emergency order contact information and always be poised to receive and respond to an emergency order. Contractor must provide the emergency plan upon purchaser's request.
6. **INVOICES.** Failure to provide invoice at the time of delivery will create billing delays and accounting issues for Purchasers.
- a. All invoices will list the type of fuel delivered. The type of fuel delivered is the actual final blends not the components of the blended fuel. For an example, if purchase request a blend of B10 a 90% volume of USLD and 10% volume is B99. The invoice will be listed as B10 and price at the contract rate.
 - b. All common blends (B5, B10, B20, R80/B20) will be priced at the rate listed in Exhibit B- Prices. For all other blends, prices would be based on ratio of blends using the rates listed in Exhibit B- Prices. For example, for the purchase of B15 the price would be 15% of B99 and 85% of ULSD.
 - c. Prices of all fuels on each invoice will be based on the OPIS rates listed from the day before delivery. This pricing mechanism is intended to allow for invoices to be provided at the time of delivery.
 - d. Will Call deliveries must be accompanied with an invoice at the time of delivery.
 - e. Keep Full invoices will be sent to Purchaser within eight (8) hours after delivery of fuel. This invoice will include a confirmation of the volume delivered with corroborating documents, such as a bill of landing, stick measurements, or tank monitoring readouts.

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

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

- 10. **SPILL NOTIFICATION AND RESPONSE PLAN.** Upon request of the Purchaser, Contractor will provide a copy of their spill notification and response plan within ten (10) business days after request. Any updates

to the Spill Notification and Response Plan will be provided to Enterprise Services within five (5) business days.

11. **ENVIRONMENTAL CONSIDERATIONS.** Contractors shall comply with all environmental regulations relevant to the contracted refueling service provided.
12. **TANK TESTING.** There may be occasions when Purchaser's tanks need to be "topped off" for testing purposes. In such case, Purchaser will be allowed to initiate a "top off" order and the already established contract pricing is to be applied. If Purchaser requires the delivery to occur on a specific date, Purchaser is to provide Contractor with at least five (5) business days' advance notice.
13. **MCNEIL ISLAND CONDITION (APPLICABLE TO OLYMPIC REGION ONLY).** McNeil Island is prone to operational conditions that may delay delivery. The barge service for McNeil Island runs Tuesday through Friday with the following schedule:

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

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

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

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

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

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

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

14. **SECURITY CLEARANCE.** Some deliveries will be made to secure facilities and drivers entering those facilities will have to have clearance prior to admittance. The clearance applications will be made

available upon request. Contractor must obtain the required clearance before any scheduled delivery to secure facilities.

15. CUSTOMER SERVICE.

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

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

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

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

18. LAB TEST RESULTS. Upon request from Purchaser, Contractor will provide purchaser test results from supplied materials. If Contractor has testing results available, Contractor will provide the results to Purchaser at zero cost. If Contractor testing results are not available, Purchaser will be responsible for the cost of the fuel testing. This data must be made available to Purchaser within one (1) week of request. For any other data request from Purchasers, Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.

19. OTHER REQUIRED REPORT(S). All reports required under this contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history

report that may include but is not limited to products description, per unit quantities sold, contract price, source of in-state feedstock and/or production in an electronic format that can be read by MS Excel. Additional reports may include requests from State Efficiency and Environment Performance (SEEP), which may vary year to year. Other required reports will be designed and requested by the Contract Administrator. Contractor will provide a response within one (1) week and provide the requested data within two (2) weeks.

20. **TANK MONITORING REPORT.** If Contractor provides tank monitoring to Purchasers, they may request a tank monitoring report. Contractor will provide such report within five (5) business days.

21. **OPERATIONAL CAPABILITY.**

- a. **TRAINING.** Contractor will have delivery drivers trained for specific site requirements. Purchaser and Contractor may schedule site trainings for drivers at Contractors expense. Contractor will have at least three (3) drivers trained for each site. In the event that the primary driver is unavailable, one of the alternate drivers will deliver to the location.
- b. **SUPPLY AGREEMENT.** Contractor shall use its best efforts to maintain uninterrupted relationships with refineries, pipelines, terminals, and other sources of fuel supply and distribution through supply agreements necessary to supply Purchasers with the total quantity of required fuel for the life of the contract. These relationships and agreements must support the State of Washington's Fuel Product's needs.
- c. **FLEET.** Contractor shall use its best efforts to insure that their carriers provide a consistently high level of professionalism, workmanship, and customer service. Contractor shall maintain a sufficient fleet of fuel trucks, either with subcontractors or under their direct control, to meet delivery needs of the State and this Master Contract. The on-time performance of all carriers must be measured by Contractor and corrective actions shall be taken to remedy poor carrier performance. Notwithstanding any provision to the contrary, Contractor must remove any particular carrier or delivery personnel from providing Service to any particular Purchaser upon Enterprise Services' or the Purchaser's request and reasonable business judgment.
- d. **USE OF SUBCONTRACTORS.** Subcontractors must be a current fuel delivery service in Washington State or near Washington State border or have an identified, current and existing fuel delivery service subcontractor(s) in Washington State or near Washington State border.

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

- e. **CONTRACT TRANSITION PLAN.** Contractor must provide a contract transition plan to purchaser with the following information, which will include site requirements, special equipment, location of fuel sites and gallons delivered. Without an agreed upon transition plan, upon contract expiration Contractor at their own expense may remove the equipment in a workman like manner leaving no removal damage behind. Contractor agrees that equipment not removed within sixty (60) days after contract expiration is deemed abandoned and becomes the property of the purchaser.

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


23. **BIODIESEL BLENDING.**

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

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

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

BIDDER NAME: Associated Petroleum Products, Inc
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

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

Title: VP, NA National Sales Place: Washington
Title of person signing certificate Print city and state where signed

Date: October 05, 2021

Southwest

Clark, Cowlitz, Klickitat, Lewis, Pacific, Skamania

Keep Full

Fuel Type	Rack location	OPIS rate	OPIS Low +/-	Cost of fuel
GasolineUnleaded All Types	Portland	2.31	-0.04	2.27
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	2.06	0.00	2.06
Biodiesel 20%	Portland	2.01	0.05	2.06
Biodiesel 99%	Portland	2.29	0.74	3.03

Will Call

Full Load

Fuel Type	Rack location	OPIS rate	OPIS Low +/-	Cost of fuel
GasolineUnleaded All Types	Portland	2.31	-0.04	2.27
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	2.06	0.00	2.06
Biodiesel 20%	Portland	2.01	0.05	2.06
Biodiesel 99%	Portland	2.29	0.74	3.03

7,500 gallons up to Full Load

GasolineUnleaded All Types	Portland	2.31	-0.03	2.28
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	2.06	0.01	2.07
Biodiesel 20%	Portland	2.01	0.06	2.07
Biodiesel 99%	Portland	2.29	0.75	3.04

5,000 gallons to 7,500 gallons

GasolineUnleaded All Types	Portland	2.31	-0.03	2.28
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	2.06	0.01	2.07
Biodiesel 20%	Portland	2.01	0.06	2.07
Biodiesel 99%	Portland	2.29	0.75	3.04

up to 5,000 gallons

GasolineUnleaded All Types	Portland	2.31	-0.03	2.28
Diesel ULSD #1 and 2 Clear /Dyed, B5, and B10	Portland	2.06	0.01	2.07
Biodiesel 20%	Portland	2.01	0.06	2.07
Biodiesel 99%	Portland	2.29	0.75	3.04

Renewable Diesel

Fuel Type	Rack Location	OPIS rate	OPIS Low +/-	Cost of fuel
Diesel ULSD #1 and #2	Portland	2.06	0.00	2.06
Biodiesel 99%	Portland	2.29	0.74	3.03
B20/R80 blend	Portland	2.11	0.18	2.29
Renewable Diesel	Portland	2.06	0.04	2.10

Renewable Gasoline

Fuel Type	Rack location	OPIS rate	OPIS Low +/-	Cost of fuel
Isobutanol	Tacoma	2.27	N/A	#VALUE!
Bio-isooctane	Tacoma	2.27	N/A	#VALUE!

l, and Wahkiakum

Delivery 25 Points Available		
Points available (weighted points)	Range of Miles drop fee (for all miles)	Cost of delivery (\$)
330		350
445	66-98	245
40	99-131	475
10	132 +	650

Delivery 25 Points Available		
Points available (weighted points)	Range of Miles drop fee (for all miles)	Cost of delivery (\$)
10		350
10	66-98	245
10	99-131	475
10	132 +	650
10		
48		
200		
10		
10		
105		
39		
10		
10		
148		
152		
43		
10		

Delivery 25 Points Available		
Points available (weighted points)	Range of Miles drop fee (for all miles)	Cost of delivery (\$)
25	66-98	350
50	99-131	245
250	132 +	475
500		650

Delivery 25 Points Available		
Points available (weighted points)	Range of Miles drop fee (for all miles)	Cost of delivery (\$)
413	66-98	N/A
412	99-131	N/A
	132 +	N/A