CITY OF OKANOGAN
PETROLEUM - 2023
TERMS AND CONDITIONS

CONTRACT PERIOD

Initial contract shall commence on the 1st day of January 2023 and be terminated on the 31st day of December 2023.

SCOPE

This is for the purchase of bulk fuels. The following shall be included as mandatory items:

(1) Regular Unleaded Gasoline
(2) Premium Unleaded Gasoline
(3) Diesel Fuel No. 2
(4) Heating Fuel No. 2

PRICES

Shall include fuel prices on Attachment A. PRICES ARE TO BE EXCLUSIVE OF ALL TAXES AND ARE TO BE THOSE IN EFFECT ON THE DATE OF REMITTANCE.

PRICE ESCALATION

Contract prices will be allowed to increase or decrease after the remittance date and during the terms of the contract. All contract price adjustments shall be based solely on the change in the vendor's certified supplier's listed price on ONE of the following cities: Seattle, Spokane or Pasco, as reported in the weekly publication, Oil Price Information Service (OPIS). This publication is published weekly on Mondays (except for the last week in June and December) by United Publishing Company, Silver Springs, Maryland 20910 (301-589-8875). No other price change methods (such as referencing your own posted price list on your supplier's price list) or other publication shall be considered. Refusal to accept OPIS for contract price adjustments as specified may be reason to not enter into the Contract Agreement.

Shall specify his certified supplier and the price adjustment reference city (Seattle, Spokane or Pasco) to be used for contract price adjustment on Attachment B. One supplier and one reference city may be specified. If OPIS does not list the supplier, or one or more supplier product prices for a reference city, the listed average price for that city shall be issued.

Any upward or downward change in the certified supplier's price from one OPIS publication to the next will be added to or subtracted from the previous contract price. The effective date of the price change will be on the Thursday following the date of the OPIS publication, which reflects the price change.

The first price adjustment shall be based on the difference in the prices from the OPIS publication issue following the remittance date and the last OPIS publication issue prior to the effective date of the contract. Any upward or downward change in the comparison of prices will be added to or subtracted from the contract prices with the effective date of such change to be January 1, 2023, rather than the following Thursday.

You will be required to document monthly statement and invoices with Xerox copies of the OPIS statements used in calculating invoice prices.

The list price for "PRE UNL" shall be used to reference changes in contract prices for Premium Unleaded gasoline. The listed price for No. 2 fuel shall be used to reference changes in contract prices for diesel and heating fuels. The listed price for "REGULAR UNL" shall be used to reference changes in contract prices for regular unleaded gasoline.

If it appears that an error has occurred on any OPIS issue, the publisher shall be contacted for clarification.

Approved price changes or other amendments to the contract shall be documented using a **Contract Change Notice**.

All contract bulk fuel price changes shall be on a cents per gallon basis.

Requests for price increase to compensate for other increases in the cost of doing business, other than OPIS price changes, will not be considered.

Notwithstanding the above, should the price structures become unworkable, detrimental or injurious to the city or result in prices which are not truly reflective of current market conditions and no adjustments in price is mutually agreeable, the city reserves the sole right to cancel this contract upon giving the vendor ten (10) days notice. The City shall not be responsible for any costs or lost profits resulting from such contract cancellation.

QUALIFICATION

At the time of the remittance date, you must be an established refiner, distributor or dealer with facilities, personnel and equipment to perform all requirements herein.

CERTIFICATION OF SUPPLIER

Other than refiners to the products, you shall submit with your contract, a letter from your supplier or copy of current supply contract certifying that the volumes and products offered are available to you.

BULK FUEL DELIVERIES

Bulk Fuel Deliveries will normally be a result of one of the following:

KEEP FULL: Under this option, the vendor will schedule fuel deliveries at their convenience as authorized by the City and may extend a discount off the contract price. Vendor guarantees that the City will not run out of fuel, but if they should, vendor agrees to make delivery as soon as possible.

ROUTINE SINGLE ORDER: The vendor will schedule deliveries during normal working hours within a maximum of three calendar days after receipt of order.

EMERGENCY DELIVERIES: Should an emergency arise; the vendor guarantees product delivery within 24 hours after notification and may charge a reasonable service charge for such deliveries in addition to normal product charges based on the extent of extra costs involved.

NON-EXCLUSIVE CONTRACT: This is a nonexclusive contract whereby Okanogan may, in cases of nighttime emergency, purchase from any twenty-four-hour service station open.

QUANTITY DELIVERED: The vendor shall provide metered delivery tickets or meter readings to certify the actual volumes of bulk delivered.

KEY CARD OR OTHER SELF DELIVERY METHODS: You may, in addition to bulk rates or as an alternative to bulk rates for vehicle gasoline's and fuels, select to provide as a self delivery system from the bulk plant. Under this alternative, vendor shall provide monthly reports of fuel delivered.

DEVIATIONS: Deviations from any part of the Contract must be clearly noted and explained in compliance detail with your documents.

METHOD OF AWARD: You are to provide a single per gallon price (either delivered, self-serve or both) for each product listed. Prices shall be evaluated as being in effect on the date of remittance.

ATTACHMENT "A"
CITY OF OKANOGAN
2023 PRICE SHEET
PETROLEUM PRODUCTS

	PRE UNL.	REG UNL.	DIESEL NO.2	HEATING FUEL NO.2
PRICE IN BULK STORAGE	NA	NA	NA	4.3167
PRICES CARD LOCK	3.9536	3.1853	4.3167	4.3167

Volumes are in Gallons and Prices in Dollars/Gallon

You must state whether quantity or self serve delivery system.

The following deviations from bid specifications are included in my Contract:

FIRM NAME: Whitley Fuel LLC

RESPONSIBLE OFFICER: Brian Whitley

ATTACHMENT "B"
2023 INFORMATIONAL AND SUPPLIER QUESTIONNAIRE

(I) INFORMATIONAL:

A. Certified supplier is OPIS Average and the price adjustment reference City shall be on the following:

Seattle X Spokane_____ Pasco_____

B. A discount off the contract price of $ 0 per gallon will be extended to Contract users who request to participate in the vendor's keep full program.

(II) SUPPLIER QUESTIONNAIRE:

The following information is to be furnished and may be used in reviewing your delivery and service capabilities and overall qualifications.

A. Indicate which one of the following best defines your company's activity and the number of years you have been in the business under the present name.

CHECK ONE:

REFINER_____

BRAND JOBBER X NO. OF YEARS 40+

DISTRIBUTOR_____NO. OF YEARS_____

OTHER_____

NAME OF FIRM Whitley Fuel LLC

ATTACHMENT "C"
2023 CONTRACT AGREEMENT

DATE: 10/25/22

The undersigned submits the following bid for furnishing _____
Petroleum products to the City of Okanogan.

The items offered for sale will conform to and meet the standards of the bid
_____.

(1) The following attachments must be completed and enclosed with your bid as component parts of Part IV Bid/Award:

(a) Attachment "A" Price Sheet
(b) Attachment "B" Informational Supplier Questionnaire
(c) Attachment "C" Contract Agreement

(2) Shipping – FOB Destination, Freight Prepaid and Included

(3) Shall furnish your (company) Washington State Department of Revenue Registration Number 601 758 947
If not registered, please check here_____

(4) Please indicate Action Officer:
Name: _____ Phone: _____

The undersigned hereby acknowledges that he has read and understands the General Terms and Conditions, Special Provisions, and Specifications, and hereby agrees to furnish the specified goods/services contained herein at the prices quoted herein. I (WE) certify that I (WE) have not entered into any agreement of any nature whatever to fix, maintain, increase or reduce the prices or competition regarding the products covered by this contract or perform any acts which would have a similar effect.

DATE: 10/25/22 FIRM NAME: Whitley Fuel LLC

ADDRESS: PO Box 907, Okanogan WA 98840

PHONE: 509 422 3120

BY: R

TITLE: Manager