

BUYER'S GUIDE



STATEWIDE - SECONDARY FUELING SYSTEM, KEY/CARD-LOCK SERVICES AND MOBILE ON SITE FUELING

This Buyer's Guide is applicable
to Price Agreements:

8518 - CECO, Inc.
8519 PetroCard, Inc.

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I. SERVICES & USE OF AGREEMENT

The Sections below are Sections from the Request for Proposal and Price Agreement, they may be pieces, parts, or may be partial information. The Sections below in no way are meant to replace or take precedence over the AGREEMENT. Authorized Users should read and understand the Agreement before using these Agreements.

3.4.1 LOCATIONS and ANCILLARY SERVICES:

Proposer is to provide a list of locations, including complete addresses (Attachment E – Proposer pricing form tab), where services are available. The location should be well lit, clean and in an open area so as to provide a safe environment for 24-hour use by Authorized Purchasers. The location should have functional fire extinguishers (that meet state, and/or local fire marshal requirements), posted emergency phone numbers for use in case of problems, and pay telephones and/or emergency telephones available for customer use. List must include:

- Is location is Proposer-owned, association-owned, or network member-owned
- If location is part of a “network”, provide the network name.
- The current fuel types available at each location.
- If a fire extinguisher is available at the location.

- Any Ancillary services available, if any (e.g. Air, water, engine oils, diesel exhaust fluid (DEF), filters, other).
- Telephone availability at the location to report problems and for emergencies.

The purpose of any Price Agreement(s) is to provide access to commercially automated fueling locations throughout the state of Oregon for the use of Authorized Purchasers. The Contractor(s) that is awarded any Price Agreement(s) shall provide services at commercially automated fueling locations throughout the state within a twenty five (25) mile radius of the following cities:

Albany, Arlington, Ashland, Astoria, Baker City, Bandon, Beaverton, Bend, Canby, Chemult, Chiloquin, Condon, Coos Bay, Corvallis, Cresent, Dallas, Elgin, Enterprise, Eugene, Florence, Garibaldi, Grant Pass, Hermiston, Hines, Hood River, Idanha, John Day, Joseph, Klamath Falls, La Grande, La Pine, Lakeview, Lincoln City, Madras, McMinnville, Medford, Mitchell, Molalla, Newberg, Newport, North Bend, Ontario, Oregon City, Pendleton, Port Orford, Portland, Prineville, Reedsport, Rice Hill, Riddle, Salem, Seaside, Silverton, Sisters, Stayton, St. Helens, Sweet Home, The Dalles, Tigard, Tillamook, Toledo, Ukiah, White City.

3.4.2 ADDITIONAL LOCATIONS:

Proposer will provide a list of additional locations (defined as: more than a twenty six (26) mile radius of the cities listed in Section 3.4.1 above), if any, on Attachment E – additional location form tab and the business relationship of each additional location.

The additional location(s) should be well lit, clean and in an open area as to provide a safe environment for 24-hour use by Authorized Purchasers. The additional location should have functional fire extinguishers (that meet state, and/or local fire marshal requirements), posted emergency phone numbers for use in case of problems, and pay telephones and/or emergency telephones available for customer use. List must include:

- Is location Proposer owned, association owned, network member owned
- If additional location is part of a “network”, provide the network name.
- The current fuel types available at each additional location.
- If a fire extinguisher is available at the additional location.
- Any Ancillary services available, if any (e.g. Air, water, engine oils, diesel exhaust fluid (DEF), filters, other).
- Telephone available at the additional location to report problems and for emergencies.

All additional locations must be able to accommodate vehicles of various sizes including Class 8 trucks equipped with ten (10) yard dump beds.

II. MULTIPLE AWARD – STATEWIDE

The Price Agreement[s] (PA) provides Authorized Purchasers STATEWIDE - SECONDARY FUELING SYSTEM, KEY/CARD-LOCK SERVICES, and MOBILE ON SITE FUELING

PA's are as follows:

8518 - CECO, Inc.
8519 PetroCard, Inc.

III. AUTHORIZED USERS

"Authorized Agency" means those State Agencies that are subject to the procurement authority of the Director of the Department pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170. This term also includes the Oregon Department of Administrative Services (the "Department") when the Department is engaged in Public Contracting (as defined under OAR 279A.(1)(010)(y).

"Authorized Purchaser" means the State of Oregon, acting by and through PS, and Authorized Agencies submitting Purchase Orders pursuant to PS purchasing authority and direction and Independent Agencies submitting Purchase Orders pursuant to independent purchasing authority. It also includes ORCPP Participants and MCOA Participants with appropriate purchasing authority under their applicable statutes, rules, regulations or ordinances that submit Purchase Orders to Contractor.

IV. ORDERING - SETTING UP THE ACCOUNT

Authorized Purchasers must set –up an account to participate in the STATE AGREEMENT. Doing so, by submitting an ordering instrument that substantially complies with Section 1.2 and 1.3 of the Agreement (excerpt pasted below) and that expressly identifies the Authorized Purchaser as participating in the STATE AGREEMENT

PLEASE NOTE: *Eligible Authorized Purchasers that have previously received services from the Contractors (Prior to Agreement award) should contact the Contractor and have a conversation in regards to changing over to the STATE AGREEMENT and must also submit an ordering instrument that complies with the Agreement language to participate in the Agreement.*

1.2 Parties to Price Agreement

1.2.1 The only parties to this Agreement are Contractor and PS.

- a) Authorized Purchasers may purchase Goods and Services and related services specified in Exhibit A ("Goods and Services") by issuing ordering instruments that create and become part of separate

contracts (“Contracts”). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and Contractor. PS is an intended beneficiary of each Contract created by an ordering instrument.

- b) For use by Any State of Oregon Agency and Participating Members of Oregon Cooperative Purchasing Program (ORCPP) and Master Contract Usage Agreement (MCAU).

1.3 Process

1.3.1 Authorized Purchasers may order Goods and Services during the Term of this Agreement using an ordering instrument:

- a) Authorized Purchasers that are agencies of the State of Oregon will use the PS-approved blanket purchase order form (Exhibit B-sample PS approved purchase order form) to obtain key/card-lock cards for users to obtain fuel and on-site mobile fueling services on an as-needed basis.
- b) Authorized Purchasers that are not agencies of the State of Oregon may use their own purchase order forms as ordering instruments to obtain key/card-lock cards for its users to obtain fuel and on-site mobile fueling services on an as-needed basis.
- c) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Agreement (and include the Agreement reference number from the Agreement coversheet).
 - ii) The specific quantity of key/cards ordered; OR for on-site mobile fueling services, the site (using address, coordinates, description, or other identifiers to determine location), number and type of vehicles/equipment to be fueled, contact information for on-site representative.
 - iii) The invoicing address.
 - iv) The Authorized Purchaser’s authorized representative and relevant contact information, including a phone number and e-mail address.

1.3.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order(s) or any other form of either an Authorized Purchaser or the Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.

1.3.3 Contractor shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates. Contractor may, but is not required to accept an ordering instrument that requests delivery schedule of less than any minimum lead time (if any) specified in Exhibit A.

1.3.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within five (5) business days after it is received. Contractor may reject an ordering

instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail or facsimile if that information is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.

- 1.3.5 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Price Agreement" means this Agreement.
- 1.3.6 PS is not obligated or liable under an ordering instrument unless PS is purchasing Goods and Services as the Authorized Purchaser.
- 1.3.7 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument.
- 1.3.8 Contractor shall reject an ordering instrument from any entity that is not an Authorized Purchaser under this Agreement. Contractor may verify that Authorized Purchasers are ORCPP participants at the following address : <http://www.oregon.gov/DAS/EGS/ps/ORCPP/orcppMemberList.pdf>
- 1.3.9 Contractor shall reject an ordering instrument that does not meet the requirements of this Agreement.

V. USAGE – CONVENIENCE

These Price Agreement are non-exclusive and are for the convenience use of all Oregon State Agencies under DAS Authority.

All Other Entities: The Price Agreement may be used at their sole discretion.

VI. RATES AND PRICING

“Applicable Rack” means the Rack from which the Goods and Services sold to an Authorized Purchaser were acquired by the Contractor.

“Dealer Margin” shall mean the markup as proposed by the Contractor. The Dealer Margin(s) is inclusive of (i) all dye charges and any additives required to meet fuel performance specifications, (ii) direct, indirect, fixed or variable costs and fees of any type or description incurred by Contractor including transportation, labor, and administrative fees, and (iii) overhead and profit.

“OPIS” means the Gross Branded or Unbranded Rack Average for Gasoline and Biodiesel as published by OPIS for Goods and Services in each price item category for the Applicable Rack.

“Contract Price “ means the price calculated by adding (a) the OPIS Daily Index Price, for the Goods and Services purchased on the date of the delivery for the Applicable Rack and (b) the appropriate Dealer Margin and multiplying the sum of these components by the number of units purchased. No other costs, fees or other charges may be added by the Contractor in determining the Contract Price. See Example below.

Example: An Authorized Purchaser purchases 20 gallons of gasoline, GROSS ETHANOL (10%) on September 16 from an outlet that has acquired its supply of fuel from the Portland Rack. The Contract Price for that purchase is calculated by adding the OPIS Daily Index Rack Average Price for the Portland Rack for OPIS GROSS ETHANOL (10%) for September 15 and the Contractor Markup for the Proposed fuel type. The total is to be multiplied by the number of units purchased.

“Tax Component” means applicable federal, State and local taxes applicable to the transaction for which the Authorized Purchaser is not exempt.

SEE the PRICING PAGES – Exhibit A; in ORPIN at the “Attachments Exist” folder. Pricing is by fuel type, location and Dealer’s Margin.

VII. MULTIPLE AWARD BEST VALUE ANALYSIS

State agencies subject to DAS Procurement Authority are required to conduct a best value analysis to determine which Price Agreement best meets the agencies needs considering all applicable criteria. Other Authorized Purchasers are encouraged to use a best value analysis to determine which Price Agreement best meets their needs.

In the event multiple Price Agreement(s) are awarded, Authorized Purchaser(s) will use one or more of the following methodologies to determine from which contractor to purchase.

- Fuel price in combination with geographic convenience to access fuel.
- Ability of station to easily accommodate size of vehicles fueling.
- Flow of traffic into and out of station.
- Amount of markup imposed by individual station/franchisees for off network fuel card usage.
- Ability to add, delete, order, and otherwise manage the cards issued by the vendor.
- Accurate and timely delivery of fueling data and other reports as required.

Authorized Purchaser should document their resulting determination and retain a copy of the determination in their Contract files for the life of this Price Agreement for audit purposes.

VII. PAYMENT & INVOICE

PAYMENT: Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under this Contract. AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT. Subject to Authorized Purchaser's acceptance of Goods and Services, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.

PAYMENT ADDRESS: Payments must be sent to the address specified in the Contractor's invoice.

Payment: Upon approval of Contractor's invoice the Authorized Purchaser will pay the Contractor within forty-five [45] calendar days.

INVOICES: Contractor shall invoice Authorized Purchaser only after delivery of all Goods and Services ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. Contractor shall include all of the following in its invoice:

- a) Price Agreement number.
- b) Ordering instrument number.
- c) Goods and Services and Services ordered.
- d) Date delivered.
- e) Volume or quantity of Goods and Services and Services delivered.
- f) The price per item of Goods and Services and Services.
- g) The total amount invoiced.
- h) The address to which payment is to be sent.