

*Grant County*  
**PUBLIC WORKS DEPARTMENT**

Derek Pohle, P.E.  
Director of Public Works and  
County Road Engineer  
Ephrata (509) 754-6082

David N. Heilman  
Assistant Director of Public Works  
and County Road Engineer  
Ephrata (509) 754-6082

Jeff Tincher, P.E.  
Assistant County Road Engineer  
Ephrata (509) 754-6082

Robert Bersanti  
Design/Construction Engineer  
Ephrata (509) 754-6082



Steve Hill, Supervisor  
Road District No. 1  
Ephrata (509) 754-6586

Dennis Collier, Supervisor  
Road District No. 2  
Moses Lake (509) 765-4172

John Brissey, Supervisor  
Road District No. 3  
Quincy (509) 787-2321

Jerome Wawers, Supervisor  
Bridges  
Ephrata (509) 754-6082

Janice Goeden  
Solid Waste Supervisor  
Ephrata (509) 754-4319

124 Enterprise St. S.E.  
Ephrata, Washington 98823  
(509) 754-6082; Fax (509) 754-6087

Sealed bids will be received for the following materials:

**Fuel Purchases for 2011 thru 2013**

Bid Opening  
at  
**2:15 P.M.**  
**February 22, 2011**  
at the  
Office of the  
Board of County Commissioners  
Grant County Courthouse  
35 C Street NW, Room 207  
P.O. Box 37  
Ephrata, WA 98823

## **NOTICE TO FUEL SUPPLIERS**

Sealed bids plainly marked "**Bid for Fuel Purchases for 2011 thru 2013**" will be received by Grant County at the Office of the Board of County Commissioners, P.O. Box 37, Grant County Courthouse, Ephrata, Washington 98823, until **2:15 P.M., Tuesday, February 22, 2011** and will then and there be opened and publicly read for supplying the specified materials.

Plans, specifications and bid documents may be obtained from the Public Works Department at no charge. Informational copies of the maps, plans, and specifications are on file for inspection at the Public Works Department of Grant County, 124 Enterprise St. SE, Ephrata, WA 98823.

The Board of County Commissioners of Grant County, Washington, reserves the right to reject any and all bids. The award of this proposal, if made, may be made in whole or in part as determined to be in the best interest of Grant County.

The improvement for which bids will be received follows:

### **Fuel Purchases for 2011 thru 2013**

This proposal provides for furnishing and delivering approximately 207,100 gallons of unleaded regular gasoline, 220,150 gallons of clear, red dye, and winterized diesel #2, and 6,300 gallons of red dye heating oil per year at seven locations in Grant County and other work in accordance with the specifications.

## INSTRUCTIONS TO BIDDERS

- 1) Sealed bids plainly marked “**Bid for Fuel Purchases for 2011 thru 2013**” will be received by Grant County at the Office of the Board of County Commissioners, P.O. Box 37, Grant County Courthouse, Ephrata, Washington 98823, until **2:15 P.M., Tuesday, February 22, 2011** and will then and there be opened and publicly read for supplying the specified materials.
- 2) Bidders may bid on any combination of items or portions of items.
- 3) Bids shall be submitted on the forms provided by Grant County. Other sheets or forms will not be accepted.
- 4) Bidders shall complete the entire proposal form. If no bid is represented for a particular item then the Bidder shall write **"NO BID"** in the space provided for "Total Price".
- 5) Bidders shall make no changes or amendments to the proposal. The contract provided is informational only and will be awarded to the successful Bidder(s).
- 6) The proposal must be signed by the proper official of the Company submitting the bid.

## **SPECIAL PROVISIONS**

### **DESCRIPTION OF WORK**

This proposal provides for furnishing and delivering approximately 207,100 gallons of unleaded regular gasoline, 220,150 gallons of clear, red dye, and winterized diesel #2, and 6,300 gallons of red dye heating oil per year at seven locations in Grant County and other work in accordance with the specifications.

### **DATE OF OPENING BIDS**

Sealed bids plainly marked "**Bid for Fuel Purchases for 2011 thru 2013**" will be received at the following location before the specified time:

The Office of the Board of County Commissioners, Grant County Courthouse -Room 207, 35 C St. NW, P.O. Box 37, Ephrata, WA 98823

The bid opening date for this project shall be **February 22, 2011**. The bids will be publicly opened and read after **2:15 P.M.** on this date.

### **AWARD OF CONTRACT**

The County will award this contract in whole or in part as is determined to be in the best interest of the County.

The weekly publication, Oil Price Information Service (OPIS), PAD 5, reports the average rack price by terminal and brand. OPIS is published weekly by United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville MD 20852, (908) 901-8800, or circulation office (301) 816-8950, Ext. 223. The date of the OPIS PAD 5 report expected to be used for comparison of bids is stated on the proposal form. Information from the latest OPIS publication may be made available to the prospective bidder upon request.

The Company must list the terminal location for each product on the proposal.

The Company has the option of listing either the **brand** for each product or using the **average weekly price** for each product. The Company must declare its intent to use a brand or use the weekly OPIS PAD 5 average on the proposal. The OPIS PAD 5 5-day average will not be used.

### **SCOPE OF WORK**

The objective of this Contract is to provide the following fuels for Grant County operations:

1. Unleaded Regular Gasoline with an octane rating of 87.
2. Red Dye and Clear Ultra Low Sulfur Diesel No. 2.
3. Red Dye High Sulfur Heating Fuel
4. Winterized diesel blended at 50% No 1 and 50% No. 2 diesel

The Company agrees to furnish and deliver fuel products within twenty-four (24) hours from the time the County makes an oral or written request specifying the location and type of fuel, excluding the period from 5:00 P.M. Friday to 7:00 A.M. Monday. The Company further agrees to schedule fuel deliveries to the County in order to minimize the occurrence of empty fuel storage tanks.

All deliveries of fuel products by the Company shall be made during normal County working hours. Delivery receipts must be signed for by the County. The Company shall dip the tanks or read meters prior to fuel delivery and after and record this information on the delivery slip along with the date and time of the delivery. Copies of the delivery slips shall be faxed to 509-754-6087 (Public Works) no later than the day following the delivery. Failure of the Company to obtain the written signature of a representative employed by the Department of Public Works acknowledging receipt of delivery of fuels may result in the forfeiture of all or part of any payments due the Company for the fuel delivery made.

### **SCHEDULE OF LOCATIONS, FUEL TYPES, AND TANK SIZES**

The following schedule represents a two (2) year average of fuel usage throughout Grant County. It is offered to provide the Company with an estimate of demand. The quantities listed are for the convenience of the bidder only.

Actual quantities may be larger or smaller than the amounts listed. The Company shall make such revisions in the work as necessary to accommodate changes in the demand without additional compensation.

| <u>County Shop Location</u> | <u>Fuel Type</u>        | <u>Tank Size (gallons)</u> | <u>2010 Yearly Usage (gallons)</u> |
|-----------------------------|-------------------------|----------------------------|------------------------------------|
| Hartline                    | Unleaded                | 4,000                      | 8,900                              |
|                             | Diesel Fuel             | 8,000                      | 23,050                             |
|                             | Heating Fuel            | 2,000                      | 3,450                              |
| Ephrata                     | Unleaded                | 10,000                     | 80,000                             |
|                             | Diesel                  | 10,000                     | 36,800                             |
|                             | Heating Fuel            | 4,000                      | 100                                |
| Moses Lake                  | Unleaded                | 10,000                     | 72,200                             |
|                             | Diesel                  | 10,000                     | 48,400                             |
| Quincy                      | Unleaded                | 4,000                      | 18,200                             |
|                             | Diesel                  | 8,000                      | 49,800                             |
|                             | Heating Fuel @ new shop | 1,000                      | 2,100                              |
| Royal City                  | Unleaded                | 4,000                      | 11,500                             |
|                             | Diesel                  | 4,000                      | 28,400                             |
|                             | Heating Fuel @ new shop | 1,000                      | 650                                |
| Mattawa                     | Unleaded                | 2,000                      | 10,700                             |
|                             | Diesel                  | 4,000                      | 6,000                              |
| Ephrata Landfill            | Unleaded                | 2,000                      | 5,600                              |
|                             | Diesel                  | 4,000                      | 27,700                             |

**PAYMENT**

The OPIS PAD 5 average rack price shall be used to increase or decrease the contract prices. The Contractor shall add his bid margin to the published average rack price shown on the proposal for the terminal or brand selected and invoice the County accordingly. The County shall verify all invoices for conformance with OPIS PAD 5 on all weekly price adjustments.

The Company shall be paid by the County for completed work and services rendered under this Contract as provided in the bid proposal. Such payment shall be full compensation for work and services performed for all labor, materials, supplies, equipment, applicable taxes, and incidental costs necessary to complete the work.

All invoices shall be submitted by the Company to the County for payment pursuant to the terms of this Contract. The County will pay the appropriate amount of each voucher to the Company.

All invoices shall document the time, date, place, type of fuel delivered, quantity, and be signed by an appropriate representative of the Dept. of Public Works.

The prices shown above shall be adjusted in accordance with the applicable Oil Price Information Service/PAD 5 reports. The Company shall increase or decrease the price of the delivered fuel based upon the change in OPIS/PAD 5 for the confirmed moves of the OPIS/PAD 5 report through the week prior to the delivery for the terminal port and brand indicated on the proposal.

The company shall list and add all applicable taxes to the delivered fuel price **after** the OPIS/PAD 5 adjustment.

**INDEMNITY**

The Company hereby agrees to indemnify and the County harmless from and shall process and defend at its own expense, all claims, demands, or suits at law or equity, arising in whole or in part from the Company's negligence or breach of any of its obligations under this Contract. The Company shall secure liability and property damage insurance coverage in amounts not less than:

Each occurrence \$1,000,000

|  |             |
|--|-------------|
| General Aggregate Limit                | \$2,000,000 |
| Products-Completed Operations Limit    | \$2,000,000 |
| Personal and Advertising Injury Limit  | \$1,000,000 |
| Fire Damage Limit (any one fire)       | \$ 50,000   |
| Medical Expense Limit (any one person) | \$ 10,000   |

The Company agrees to provide Grant County a certificate of insurance naming Grant County as an additionally insured party against all acts of the Company for the life of this contract.

**CONTRACT TERM AND RENEWAL**

The term of this Contract shall be three (3) years beginning March 1, 2011. The Company and County may extend this Contract at any time for a period of up to two additional one (1) year periods.

**MATERIALS**

All materials supplied under this proposal shall conform to industry standards and all federal and state regulations for shipping, handling and quality. Introduction of biodiesel and biodiesel blends shall be allowed when sufficient quantities are available and become listed on the OPIS publication.

**TERMINATION OF CONTRACT**

The County reserves the right to terminate this contract at any time upon giving not less than thirty (30) days written notice to the Company.

In the event of the death of the member of the Company signatory to this Contract, the surviving members of the Company hereby agree to complete the work under the terms of this Contract, if requested to do so by the County. This section shall not be a bar to renegotiations of this Contract between surviving members of the Company and the County, if the County so chooses.

In the event this Contract is terminated under any of its terms the final payment shall be made within 45 days from the date of termination.

**SHIPPING & DELIVERY**

The bidder shall include all costs for shipping and delivery at each of the locations shown in the proposal. The Company should make all delivery arrangements with the following County personnel:

- County Dispatch: Malissa Curran, (509) 754-6082 Ext. 105  
124 Enterprise St. S.E., Ephrata, WA  
Monday thru Friday, 8:00 A.M. to 4:30 P.M.
- Dist 1: Steve Hill, (509) 754-6586  
124 Enterprise St. S.E., Ephrata, WA  
Monday thru Thursday, 7:00 A.M. to 3:00 P.M.  
Dan Odenrider, (509) 639-2621  
232 Chelan St, Hartline, WA  
Monday thru Thursday, 7:00 A.M. to 3:00 P.M.
- Dist 2: Dennis Collier (509) 765-4172  
12171 3-NE Rd, Moses Lake, WA  
Monday thru Thursday, 7:00 A.M. to 3:00 P.M.
- Dist 3: John Brissey, (509) 787-2321  
128 W. Division, Quincy, WA  
Monday thru Thursday, 7:00 A.M. to 3:00 P.M.  
This area also includes Royal City and Mattawa.
- Landfill: Janice Goeden, (509) 754-4319 or (509) 754-6082  
Ephrata Landfill  
Monday thru Friday, 7:30 A.M. to 3:00 P.M.  
Saturday, 10:00 A.M. to 3:00 P.M.

# PROPOSAL

To: Board of County Commissioners  
Grant County, Washington

Date: \_\_\_\_\_, 2011

This certifies that the undersigned has examined the work for **Fuel Purchases for 2011 thru 2013 in Grant County, Washington**, and that the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications and contract and at the following schedule of rates and prices:

## Fuel Purchases for 2011 thru 2013

Note: Unit prices for all items, all extensions, and total amount must be shown. Please type or use ink. Please initial all changes.

### HARTLINE SHOP

232 Chelan St., Hartline, WA

|   | Unl. Regular<br>Gasoline | ULS #2 Red Dye<br>Diesel Fuel | HS #2 Red Dye<br>Heating Fuel |
|---|--------------------------|-------------------------------|-------------------------------|
| OPIS PAD 5 average rack price confirmed and reported <u>March 3, 2011</u>   |                          |                               |                               |
| 1. OPIS PAD 5 terminal location. Please list: _____<br><u>Brand</u> or <u>Average</u> all brands. Please specify: _____ |                          |                               |                               |
| 2. Tank size (gallons).   | 4,000                    | 8,000                         | 2,000                         |
| 3. <b>Base Price</b> ( <i>Ave. rack price from OPIS reference terminal and brand. To be provided.</i> )                 | <u>TBD</u> \$/gal        | <u>TBD</u> \$/gal             | <u>TBD</u> \$/gal             |
| 4. <b>Plus</b> , Bid Margin ( <i>for the specified fuel at the delivery location</i> )                                  | _____ \$/gal             | _____ \$/gal                  | _____ \$/gal                  |
| 5. <b>Exclude</b> , Federal Excise Taxes (1), (2) \$ (3)  | \$0.184/g                | \$0.244/g                     | n/a                           |
| 6. <b>Plus</b> Wa. State Sales and Local Sales Tax (10)   | n/a                      | 7.9%                          | 7.9%                          |
| 7. <b>Plus</b> , Wa. State Fuel Tax (4)   | \$0.375/g                | n/a                           | n/a                           |
| 8. <b>Plus</b> , Wa. State Oil Spill Tax (5)  | n/a                      | n/a                           | n/a                           |
| 9. <b>Plus</b> , Pollution Liability Insurance Fee (6)<br>(Expires June 1, 2013)  | n/a                      | n/a                           | \$0.012/g                     |
| 10. <b>Plus</b> , Wa. State Hazardous Substance Tax (8)   | n/a                      | n/a                           | n/a                           |
| 11. <b>Plus</b> , other applicable taxes (7)  | n/a                      | n/a                           | _____                         |
| 12. <b>Plus</b> , 50% No. 1/50% No. 2 winterized premium for diesel fuel  | _____ \$/gal             | _____ \$/gal                  | _____ \$/gal                  |

- Notes: (1) & (2) All Federal Excise Taxes shall be excluded from the invoice for all sales to Grant County.  
 (3) The Federal hazardous waste product tax @ \$0.0023/g and the oil spill liability fund tax @ \$0.0012/g have been suspended.  
 (4) This fuel tax increases 1.5 cents to \$0.375/g on July 1, 2008.  
 (5) Tax imposed on the offloading from a waterborne vessel at marine terminals in Washington. Purchasers only pay this tax when listed by Contractor on its invoices. Tax is set at 4(+1?) cents per 42 gallon barrel (\$0.0010/g or \$0.0012/g).  
 (6) A tax imposed to defray cost of cleaning up heating oil tank leaks. This fee is included in the price of the fuel prior to calculating state and local taxes.  
 (7) EPA and IRS red dye regulations for diesel fuel sold as heating oil.  
 (8) State excise tax @ \$0.7% imposed on the first possessor of hazardous substances or products (including fuel) in the state of Washington.  
 (9) UST (Underground Storage Tank) tax imposed on the first possession of petroleum products in the state of Washington. The tax rate of 0.5% is currently not being collected.  
 (10) Grant County is exempt from paying the Special Fuel tax for diesel. *See RCW 82.38.080 (1)(a)*. The dealer is instructed not to include the special fuel tax on invoices, but Grant County must pay the sales tax for all special fuel purchases.

**EPHRATA SHOP**

124 Enterprise St. SE, Ephrata, WA

| OPIS PAD 5 average rack price confirmed and reported <u>March 3, 2011</u>                                | Unl. Regular Gasoline | ULS #2 Red Dye Diesel Fuel | HS #2 Red Dye Heating Fuel |
|--|-----------------------|----------------------------|----------------------------|
| 1. OPIS PAD 5 terminal location. Please list: <u>Brand</u> or <u>Average</u> all brands. Please specify: | _____                 | _____                      | _____                      |
| 2. Tank size (gallons).  | 10,000                | 10,000                     | 4,000                      |
| 3. <b>Base Price</b> (Ave. rack price from OPIS reference terminal and brand. To be provided.)           | <u>TBD</u> \$/gal     | <u>TBD</u> \$/gal          | <u>TBD</u> \$/gal          |
| 4. <b>Plus</b> , Bid Margin (for the specified fuel at the delivery location)                            | _____ \$/gal          | _____ \$/gal               | _____ \$/gal               |
| 5. <b>Exclude</b> , Federal Excise Taxes (1), (2) \$ (3)   | \$0.184/g             | \$0.244/g                  | n/a                        |
| 6. <b>Plus</b> Wa. State Sales and Local Sales Tax (10)  | n/a                   | 7.9%                       | 7.9%                       |
| 7. <b>Plus</b> , Wa. State Fuel Tax (4)  | \$0.375/g             | n/a                        | n/a                        |
| 8. <b>Plus</b> , Wa. State Oil Spill Tax (5)   | n/a                   | n/a                        | n/a                        |
| 9. <b>Plus</b> , Pollution Liability Insurance Fee (6) (Expires June 1, 2013)                            | n/a                   | n/a                        | \$0.012/g                  |
| 10. <b>Plus</b> , Wa. State Hazardous Substance Tax (8)  | n/a                   | n/a                        | n/a                        |
| 11. <b>Plus</b> , other applicable taxes (7)   | n/a                   | n/a                        | _____                      |
| 12. <b>Plus</b> , 50% No. 1/50% No. 2 winterized premium for diesel fuel                                 | _____ \$/gal          | _____ \$/gal               | _____ \$/gal               |

- Notes: (1) & (2) All Federal Excise Taxes shall be excluded from the invoice for all sales to Grant County.  
(3) The Federal hazardous waste product tax @ \$0.0023/g and the oil spill liability fund tax @ \$0.0012/g have been suspended.  
(4) This fuel tax increases 1.5 cents to \$0.375/g on July 1, 2008.  
(5) Tax imposed on the offloading from a waterborne vessel at marine terminals in Washington. Purchasers only pay this tax when listed by Contractor on its invoices. Tax is set at 4(+1?) cents per 42 gallon barrel (\$0.0010/g or \$0.0012/g).  
(6) A tax imposed to defray cost of cleaning up heating oil tank leaks. This fee is included in the price of the fuel prior to calculating state and local taxes.  
(7) EPA and IRS red dye regulations for diesel fuel sold as heating oil.  
(8) State excise tax @ \$0.7% imposed on the first possessor of hazardous substances or products (including fuel) in the state of Washington.  
(9) UST (Underground Storage Tank) tax imposed on the first possession of petroleum products in the state of Washington. The tax rate of 0.5% is currently not being collected.  
(10) Grant County is exempt from paying the Special Fuel tax for diesel. See RCW 82.38.080 (1)(a). The dealer is instructed not to include the special fuel tax on invoices, but Grant County must pay the sales tax for all special fuel purchases.

**MOSES LAKE SHOP**

12171 Road 3 NE, Moses Lake, WA

| OPIS PAD 5 average rack price confirmed and reported <u>March 3, 2011</u>                     | Unl. Regular Gasoline | ULS #2 Red Dye Diesel Fuel |
|---|-----------------------|----------------------------|
| 1. OPIS PAD 5 terminal location. Please list.<br>Brand or average all brands. Please list.    | _____                 | _____                      |
| 2. Tank size (gallons).   | 10,000                | 10,000                     |
| 3. <b>Base Price</b> (Ave. rack price from OPIS reference terminal and brand. To be provided) | <u>TBD</u> \$/gal     | <u>TBD</u> \$/gal          |
| 4. <b>Plus</b> , Bid Margin (for the specified fuel at the delivery location)                 | _____ \$/gal          | _____ \$/gal               |
| 5. <b>Exclude</b> , Federal Excise Taxes (1), (2) & (3)                                       | \$0.184/g             | \$0.244/g                  |
| 6. <b>Plus</b> Wa. State Sales and Local Sales Tax (10)                                       | n/a                   | 7.9%                       |
| 7. <b>Plus</b> , Wa. State Fuel Tax (4)   | \$0.375/g             | n/a                        |
| 8. <b>Plus</b> , Wa. State Oil Spill Tax (5)  | n/a                   | n/a                        |
| 9. <b>Plus</b> , Pollution Liability Insurance Fee (6)<br>(Expires June 1, 2013)              | n/a                   | n/a                        |
| 10. <b>Plus</b> , Wa. State Hazardous Substance Tax (8)                                       | n/a                   | n/a                        |
| 11. <b>Plus</b> , other applicable taxes (7)  | n/a                   | n/a                        |
| 12. <b>Plus</b> , 50% No. 1/50% No. 2 winterized premium for diesel fuel                      | _____ \$/gal          | _____ \$/gal               |

- Notes: (1) & (2) All Federal Excise Taxes shall be excluded from the invoice for all sales to Grant County.  
(3) The Federal hazardous waste product tax @ \$0.0023/g and the oil spill liability fund tax @ \$0.0012/g have been suspended.  
(4) This fuel tax increases 1.5 cents to \$0.375/g on July 1, 2008.  
(5) Tax imposed on the offloading from a waterborne vessel at marine terminals in Washington. Purchasers only pay this tax when listed by Contractor on its invoices. Tax is set at 4(+1?) cents per 42 gallon barrel (\$0.0010/g or \$0.0012/g).  
(6) A tax imposed to defray cost of cleaning up heating oil tank leaks. This fee is included in the price of the fuel prior to calculating state and local taxes.  
(7) EPA and IRS red dye regulations for diesel fuel sold as heating oil.  
(8) State excise tax @ \$0.7% imposed on the first possessor of hazardous substances or products (including fuel) in the state of Washington.  
(9) UST (Underground Storage Tank) tax imposed on the first possession of petroleum products in the state of Washington. The tax rate of 0.5% is currently not being collected.  
(10) Grant County is exempt from paying the Special Fuel tax for diesel. See RCW 82.38.080 (1)(a). The dealer is instructed not to include the special fuel tax on invoices, but Grant County must pay the sales tax for all special fuel purchases.

**QUINCY SHOP**

4718 Road P NW, Quincy, WA

| OPIS PAD 5 average rack price<br>confirmed and reported <u>March 3, 2011</u>                      | Unl. Regular<br>Gasoline | ULS #2 Red Dye<br>Diesel Fuel | HS #2 Red Dye<br>Heating Fuel |
|---|--------------------------|-------------------------------|-------------------------------|
| 1. OPIS PAD 5 terminal location. Please list.<br>Brand or average all brands. Please list.        | _____                    | _____                         | _____                         |
| 2. Tank size (gallons).   | 4,000                    | 8,000                         | 1,000                         |
| 3. <b>Base Price</b> (Ave. rack price from OPIS reference<br>terminal and brand. To be provided.) | <u>TBD</u> \$/gal        | <u>TBD</u> \$/gal             | <u>TBD</u> \$/gal             |
| 4. <b>Plus</b> , Bid Margin (for the specified fuel at the<br>delivery location)                  | _____ \$/gal             | _____ \$/gal                  | _____ \$/gal                  |
| 5. <b>Exclude</b> , Federal Excise Taxes (1), (2) \$ (3)  | \$0.184/g                | \$0.244/g                     | n/a                           |
| 6. <b>Plus</b> Wa. State Sales and Local Sales Tax (10)   | n/a                      | 7.9%                          | 7.9%                          |
| 7. <b>Plus</b> , Wa. State Fuel Tax (4)   | \$0.375/g                | n/a                           | n/a                           |
| 8. <b>Plus</b> , Wa. State Oil Spill Tax (5)  | n/a                      | n/a                           | n/a                           |
| 9. <b>Plus</b> , Pollution Liability Insurance Fee (6)<br>(Expires June 1, 2013)                  | n/a                      | n/a                           | \$0.012/g                     |
| 10. <b>Plus</b> , Wa. State Hazardous Substance Tax (8)   | n/a                      | n/a                           | n/a                           |
| 11. <b>Plus</b> , other applicable taxes (7)  | n/a                      | n/a                           | _____                         |
| 12. <b>Plus</b> , 50% No. 1/50% No. 2 winterized premium<br>for diesel fuel                       | _____ \$/gal             | _____ \$/gal                  | _____ \$/gal                  |

- Notes: (1) & (2) All Federal Excise Taxes shall be excluded from the invoice for all sales to Grant County.  
 (3) The Federal hazardous waste product tax @ \$0.0023/g and the oil spill liability fund tax @ \$0.0012/g have been suspended.  
 (4) This fuel tax increases 1.5 cents to \$0.375/g on July 1, 2008.  
 (5) Tax imposed on the offloading from a waterborne vessel at marine terminals in Washington. Purchasers only pay this tax when listed by Contractor on its invoices. Tax is set at 4(+1?) cents per 42 gallon barrel (\$0.0010/g or \$0.0012/g).  
 (6) A tax imposed to defray cost of cleaning up heating oil tank leaks. This fee is included in the price of the fuel prior to calculating state and local taxes.  
 (7) EPA and IRS red dye regulations for diesel fuel sold as heating oil.  
 (8) State excise tax @ \$0.7% imposed on the first possessor of hazardous substances or products (including fuel) in the state of Washington.  
 (9) UST (Underground Storage Tank) tax imposed on the first possession of petroleum products in the state of Washington. The tax rate of 0.5% is currently not being collected.  
 (10) Grant County is exempt from paying the Special Fuel tax for diesel. See RCW 82.38.080 (1)(a). The dealer is instructed not to include the special fuel tax on invoices, but Grant County must pay the sales tax for all special fuel purchases.

**ROYAL SLOPE SHOP**  
13766 Road E SW, Royal City, WA

| OPIS PAD 5 average rack price<br>confirmed and reported <u>March 3, 2011</u>                      | Unl. Regular<br>Gasoline | ULS #2 Red Dye<br>Diesel Fuel | HS #2 Red Dye<br>Heating Fuel |
|---|--------------------------|-------------------------------|-------------------------------|
| 1. OPIS PAD 5 terminal location. Please list.<br>Brand or average all brands. Please list.        | _____                    | _____                         | _____                         |
| 2. Tank size (gallons).   | 4,000                    | 4,000                         | 1,000                         |
| 3. <b>Base Price</b> (Ave. rack price from OPIS reference<br>terminal and brand. To be provided.) | <u>TBD</u> \$/gal        | <u>TBD</u> \$/gal             | <u>TBD</u> \$/gal             |
| 3. <b>Plus</b> , Bid Margin (for the specified fuel at the<br>delivery location)                  | _____ \$/gal             | _____ \$/gal                  | _____ \$/gal                  |
| 4. <b>Exclude</b> , Federal Excise Taxes (1), (2) \$ (3)  | \$0.184/g                | \$0.244/g                     | n/a                           |
| 5. <b>Plus</b> Wa. State Sales and Local Sales Tax (10)   | n/a                      | 7.9%                          | 7.9%                          |
| 6. <b>Plus</b> , Wa. State Fuel Tax (4)   | \$0.375/g                | n/a                           | n/a                           |
| 7. <b>Plus</b> , Wa. State Oil Spill Tax (5)  | n/a                      | n/a                           | n/a                           |
| 8. <b>Plus</b> , Pollution Liability Insurance Fee (6)<br>(Expires June 1, 2013)                  | n/a                      | n/a                           | \$0.012/g                     |
| 9. <b>Plus</b> , Wa. State Hazardous Substance Tax (8)  | n/a                      | n/a                           | n/a                           |
| 10. <b>Plus</b> , other applicable taxes (7)  | n/a                      | n/a                           | _____                         |
| 11. <b>Plus</b> , 50% No. 1/50% No. 2 winterized premium<br>for diesel fuel                       | _____ \$/gal             | _____ \$/gal                  | _____ \$/gal                  |

- Notes: (1) & (2) All Federal Excise Taxes shall be excluded from the invoice for all sales to Grant County.  
(3) The Federal hazardous waste product tax @ \$0.0023/g and the oil spill liability fund tax @ \$0.0012/g have been suspended.  
(4) This fuel tax increases 1.5 cents to \$0.375/g on July 1, 2008.  
(5) Tax imposed on the offloading from a waterborne vessel at marine terminals in Washington. Purchasers only pay this tax when listed by Contractor on its invoices. Tax is set at 4(+1?) cents per 42 gallon barrel (\$0.0010/g or \$0.0012/g).  
(6) A tax imposed to defray cost of cleaning up heating oil tank leaks. This fee is included in the price of the fuel prior to calculating state and local taxes.  
(7) EPA and IRS red dye regulations for diesel fuel sold as heating oil.  
(8) State excise tax @ \$0.7% imposed on the first possessor of hazardous substances or products (including fuel) in the state of Washington.  
(9) UST (Underground Storage Tank) tax imposed on the first possession of petroleum products in the state of Washington. The tax rate of 0.5% is currently not being collected.  
(10) Grant County is exempt from paying the Special Fuel tax for diesel. See RCW 82.38.080 (1)(a). The dealer is instructed not to include the special fuel tax on invoices, but Grant County must pay the sales tax for all special fuel purchases.

**MATTAWA SHOP**  
24378 Broadway SW, Mattawa, WA

| OPIS PAD 5 average rack price<br>confirmed and reported <u>March 3, 2011</u>                           | Unl. Regular<br>Gasoline | ULS #2 Red Dye<br>Diesel Fuel |
|--|--------------------------|-------------------------------|
| 1. OPIS PAD 5 terminal location. Please list.<br>Brand or average all brands. Please list.             | _____                    | _____                         |
| 2. Tank size (gallons).  | 2,000                    | 4,000                         |
| 3. <b>Base Price</b> ( <i>Ave. rack price from OPIS reference terminal and brand. To be provided</i> ) | <u>TBD</u> \$/gal        | <u>TBD</u> \$/gal             |
| 4. <b>Plus</b> , Bid Margin ( <i>for the specified fuel at the delivery location</i> )                 | _____ \$/gal             | _____ \$/gal                  |
| 5. <b>Exclude</b> , Federal Excise Taxes (1), (2) & (3)  | \$0.184/g                | \$0.244/g                     |
| 6. <b>Plus</b> Wa. State Sales and Local Sales Tax (10)  | n/a                      | 7.9%                          |
| 7. <b>Plus</b> , Wa. State Fuel Tax (4)  | \$0.375/g                | n/a      n/a                  |
| 8. <b>Plus</b> , Wa. State Oil Spill Tax (5)   | n/a                      | n/a                           |
| 9. <b>Plus</b> , Pollution Liability Insurance Fee (6)<br>(Expires June 1, 2013)                       | n/a                      | n/a                           |
| 10. <b>Plus</b> , Wa. State Hazardous Substance Tax (8)  | n/a                      | n/a                           |
| 11. <b>Plus</b> , other applicable taxes (7)   | n/a                      | n/a                           |
| 12. <b>Plus</b> , 50% No. 1/50% No. 2 winterized premium<br>for diesel fuel                            | _____ \$/gal             | _____ \$/gal                  |

- Notes: (1) & (2) All Federal Excise Taxes shall be excluded from the invoice for all sales to Grant County.  
(3) The Federal hazardous waste product tax @ \$0.0023/g and the oil spill liability fund tax @ \$0.0012/g have been suspended.  
(4) This fuel tax increases 1.5 cents to \$0.375/g on July 1, 2008.  
(5) Tax imposed on the offloading from a waterborne vessel at marine terminals in Washington. Purchasers only pay this tax when listed by Contractor on its invoices. Tax is set at 4(+1?) cents per 42 gallon barrel (\$0.0010/g or \$0.0012/g).  
(6) A tax imposed to defray cost of cleaning up heating oil tank leaks. This fee is included in the price of the fuel prior to calculating state and local taxes.  
(7) EPA and IRS red dye regulations for diesel fuel sold as heating oil.  
(8) State excise tax @ \$0.7% imposed on the first possessor of hazardous substances or products (including fuel) in the state of Washington.  
(9) UST (Underground Storage Tank) tax imposed on the first possession of petroleum products in the state of Washington. The tax rate of 0.5% is currently not being collected.  
(10) Grant County is exempt from paying the Special Fuel tax for diesel. *See RCW 82.38.080 (1)(a)*. The dealer is instructed not to include the special fuel tax on invoices, but Grant County must pay the sales tax for all special fuel purchases.

**SOLID WASTE LANDFILL**  
4002 Road 13 NW, Ephrata, WA

| OPIS PAD 5 average rack price<br>confirmed and reported <u>March 3, 2011</u>                  | Unl. Regular<br>Gasoline | ULS #2 Clear<br>Diesel Fuel |
|---|--------------------------|-----------------------------|
| 1. OPIS PAD 5 terminal location. Please list.<br>Brand or average all brands. Please list.    | _____                    | _____                       |
| 2. Tank size (gallons).   | 2,000                    | 4,000                       |
| 3. <b>Base Price</b> (Ave. rack price from OPIS reference terminal and brand. To be provided) | <u>TBD</u> \$/gal        | <u>TBD</u> \$/gal           |
| 4. <b>Plus</b> , Bid Margin (for the specified fuel at the delivery location)                 | _____ \$/gal             | _____ \$/gal                |
| 5. <b>Exclude</b> , Federal Excise Taxes (1), (2) & (3)                                       | \$0.184/g                | \$0.244/g                   |
| 6. <b>Plus</b> Wa. State Sales and Local Sales Tax (10)                                       | n/a                      | n/a                         |
| 7. <b>Plus</b> , Wa. State Fuel Tax (4)   | \$0.375/g                | \$0.375/g                   |
| 8. <b>Plus</b> , Wa. State Oil Spill Tax (5)  | n/a                      | n/a                         |
| 9. <b>Plus</b> , Pollution Liability Insurance Fee (6)<br>(Expires June 1, 2013)              | n/a                      | n/a                         |
| 10. <b>Plus</b> , Wa. State Hazardous Substance Tax (8)                                       | n/a                      | n/a                         |
| 11. <b>Plus</b> , other applicable taxes (7)  | n/a                      | n/a                         |
| 12. <b>Plus</b> , 50% No. 1/50% No. 2 winterized premium<br>for diesel fuel                   | _____ \$/gal             | _____ \$/gal                |

- Notes: (1) & (2) All Federal Excise Taxes shall be excluded from the invoice for all sales to Grant County.  
(3) The Federal hazardous waste product tax @ \$0.0023/g and the oil spill liability fund tax @ \$0.0012/g have been suspended.  
(4) This fuel tax increases 1.5 cents to \$0.375/g on July 1, 2008.  
(5) Tax imposed on the offloading from a waterborne vessel at marine terminals in Washington. Purchasers only pay this tax when listed by Contractor on its invoices. Tax is set at 4(+1?) cents per 42 gallon barrel (\$0.0010/g or \$0.0012/g).  
(6) A tax imposed to defray cost of cleaning up heating oil tank leaks. This fee is included in the price of the fuel prior to calculating state and local taxes.  
(7) EPA and IRS red dye regulations for diesel fuel sold as heating oil.  
(8) State excise tax @ \$0.7% imposed on the first possessor of hazardous substances or products (including fuel) in the state of Washington.  
(9) UST (Underground Storage Tank) tax imposed on the first possession of petroleum products in the state of Washington. The tax rate of 0.5% is currently not being collected.  
(10) Grant County is exempt from paying the Special Fuel tax for diesel. See RCW 82.38.080 (1)(a). The dealer is instructed not to include the special fuel tax on invoices, but Grant County must pay the sales tax for all special fuel purchases.  
(11) Grant County Solid Waste is not exempt from State Special Fuel taxes for operations related to solid waste.

## **Non-Collusion Declaration**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association, or corporation has (have) 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 the project for which this proposal is submitted.
  
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

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Revised 8/95

## Proposal - Signature Page

The Bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

No proposal guaranty or performance bond is required for this bid proposal.

Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.

In compliance with Chapter 39.34.030(5)b RCW a public notice for this solicitation for bids has been posted on Grant County's website at [http://www.grantcountyweb.us/sub Public Works/index.htm](http://www.grantcountyweb.us/sub_Public_Works/index.htm)

1. The Bidder will allow Grant County to purchase additional contract items at the original bid prices offered: . . . . . Yes \_\_\_ No \_\_\_
2. The Bidder will allow other public agencies to purchase additional contract items at the original prices offered (*RCW 39.34*): . . . . . Yes \_\_\_ No \_\_\_
3. The Bidder will allow modifications on contract items for additional purchase requests (*subject to wholesale price adjustments agreeable to each public agency*): . . . . . Yes \_\_\_ No \_\_\_
4. The Bidder agrees to provide extended purchase options thru March 15, 2008. . . . . Yes \_\_\_ \*No \_\_\_  
\*If "No" is checked please show acceptable extended purchase period: . . . . . \_\_\_\_\_
5. The Bidder understands Grant County accepts no responsibility for the payment of any additional purchase requests made by other public agencies: . . . . . Yes \_\_\_ No \_\_\_
6. The Bidder understands Grant County is not required to purchase additional contract items: . . . . . Yes \_\_\_ No \_\_\_

Signature of Authorized Official(s)

**PROPOSAL MUST BE SIGNED →** \_\_\_\_\_

\_\_\_\_\_  
Please Print Name of Authorized Official

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

City, St, Zip \_\_\_\_\_

Voice (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

State of Washington License No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

Notes:

- (1) This proposal form is not transferable and any alteration entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: **Materials Contract 2011-01**

## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the Board of County Commissioners of Grant County, State of Washington, acting under and by virtue of Chapter 36.77 of the Revised Code of Washington, as amended, hereinafter called the County, and \_\_\_\_\_, for itself, its heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

### WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, and attached and made a part of this agreement, to be made and performed by the parties hereto, and the parties hereto covenant and agree as follows:

### DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, labor and equipment necessary to improve and complete **Fuel Purchases for 2011 thru 2013**, located in Grant County, Washington, as proposed in a bid opened **2:15 P.M., Tuesday, February 22, 2011**, in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications.
4. The Contractor for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

5. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County has caused this instrument to be executed by and in the name of said Board by its Members, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

\_\_\_\_\_, 2011

Signature

Print Name

Firm Name

Address

City State Zip

( ) Phone

*(County Seal)*

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
OF GRANT COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner