Contract Review Sheet

Contract Purchase Order 882888 **PW-2891-20 Am3**

Title: **Bulk fuel purchases from State Price Agreement 0498**

Contractor's Name: **Carson Oil Co., Inc.**

Department: **Public Works Department** Contact: **Jeniffer Scales**

Analyst: **Kathleen George** Phone #: **(503) 588-5036**

Term - Date From: **January 6, 2020** Expires: **December 31, 2027**

Original Contract Amount: **$ 1,350,000.00** Previous Amendments Amount: **$ 5,150,000.00**

Current Amendment: **$ 1,700,000.00** New Contract Total: **$ 8,200,000.00** Amd% **507%**

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **10-0400 Cooperative** Cooperative# **0498**

Description of Services or Grant Award

Marion County Public Works manages fuel procurement for the County's fueling stations, which support both light-duty vehicles and heavy-duty equipment. These fueling stations provide fuel necessary for operations across multiple County departments, including the Sheriff's Office, Health, Juvenile, Public Works, Business Services, and Environmental Services. Continued access to bulk fuel is necessary to maintain County operations and ensure uninterrupted delivery of essential services.

Amendment 3 increases the total authorized value of Purchase Order 882888 from $6,500,000.00 to $8,200,000.00. The average annual fuel expenditure over the previous five fiscal years has been $994,197.20. Current Fiscal Year spending, however, is trending higher, at approximately $1,200,000.00. The requested $1,700,000.00 increase takes into consideration the current Fiscal Year spending trend as well as the continued uncertainty and potential volatility in the fuel market through the requested extension period.

Approval of this amendment will provide sufficient purchasing capacity to meet anticipated County fuel requirements through December 31, 2027, while providing flexibility to address fluctuations in fuel pricing and usage.

Desired BOC Session Date: **10/21/2026** Contract should be in DocuSign by: **9/30/2026**

Agenda Planning Date **10/8/2026** Printed packets due in Finance: **10/6/2026**

Management Update **10/6/2026** BOC upload / Board Session email: **10/7/2026**

BOC Session Presenter(s) **Michael Pierce** Code: **Y**

REQUIRED APPROVALS

	10/06/2026	Jeniffer Scales Jeniffer Scales (Oct 6, 2026 07:45:34 PDT)	10/06/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/06/2026	Jan Fritz Jan Fritz (Oct 6, 2026 14:25:37 PDT)	10/06/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/21/26

Department: Public Works

Title: Amendment #3 to PO #882888 with Carson for Bulk Fuel purchases

Management Update/Work Session Date: IBR: 8/18/26 and MU:10/6/26 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Michael Pierce **Phone:** 3196

Requested Action:
Approve Amendment No. 3 to Purchase Order (PO) #882888 with Carson Oil Company for the purchase of bulk fuel, increasing the PO amount by $1,700,000.00, from $6,500.000.00 to $8,200,000.00, for anticipated bulk fuel purchases through December 31, 2027.

Issue, Description & Background:
Marion County Public Works manages fuel procurement for county-owned fueling stations, which serve the County's light-duty vehicle and heavy equipment fleets. This fuel supports operations across multiple departments, including the Sheriff's Office, Health, Juvenile, and Environmental Services, and others, ensuring county-wide service delivery.

Financial Impacts:
Marion County historically allocates approximately $1,000,000 annually for bulk fuel purchases. Due to sustained elevated market prices, 2027 fuel expenditures are anticipated to be approximately $1,700,000. This amendment ensures uninterrupted county fleet operations.

Impacts to Department & External Agencies:
Reliable fuel supply ensures uninterrupted road maintenance, snow removal, and fleet operations. Sheriff Department patrol vehicles, emergency response units, and specialized equipment depend on consistent fuel availability. Fuel reserves are critical

List of attachments: Amendment #3 to Purchase Order #882888

Presenter: Michael Pierce

Department Head Signature: BNicholas

Digitally signed by BNicholas
Date: 2026.09.23 10:14:33 -07'00'

*** MARION COUNTY COPY ONLY ***

MARION COUNTY
FINANCE DEPARTMENT

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Purchase Order		
PO#882888	Revision	Page
		1

Ship To:
MARION COUNTY PUBLIC WORKS
5155 SILVERTON RD NE
SALEM OR 97305

CARSON OIL COMPANY
PO BOX 6030
PORTLAND OR 97228

Bill To:
MARION COUNTY PUBLIC WORKS
5155 SILVERTON RD NE
SALEM OR 97305

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
1877926	559954	SCALES, JENIFFER	
Payment Terms		Ship Via	F.O.B
Freight Terms		Request Or Deliver To STEWART, ERIC	Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	6/1/20 - BULK FUEL PURCHASE AND DELIVERY FOR LIGHT DUTY VEHICLES AND HEAVY EQUIPMENT.		1			$1,350,000
	7/1/22 - AMENDMENT #1 TO ADD ADDITIONAL FUNDS THROUGH 12/31/25.		1			$3,650,000
	12/7/25 - AMENDMENT #2 TO ADD ADDITIONAL FUNDS THROUGH 12/31/26.		1			$1,500,000
	10/14/26 - AMENDMENT #3 TO ADD ADDITIONAL FUNDS THROUGH 12/31/27.		1			$1,700,000
					Total	$8,200,000

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By:_____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

SIGNATURE PAGE FOR
BULK FUEL PURCHASES FROM STATE PRICE AGREEMENT 0498 - PW-2981-17
between
MARION COUNTY and CARSON OIL CO., INC.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: Brian Nicholas (Oct 6, 2026 09:24:31 PDT)	10/06/2026
Department Director or designee	Date
Authorized Signature: Jan Fritz (Oct 6, 2026 14:25:37 PDT)	10/06/2026
Chief Administrative Officer	Date
Reviewed by Signature:	10/06/2026
Marion County Legal Counsel	Date
Reviewed by Signature:	10/06/2026
Marion County Contracts & Procurement	Date

Docusign Envelope ID: 4B1CFC50-C547-4737-897D-B196758E8ECA

Contract Review Sheet

Contract Purchase Order # 882888 **PW-2981-20 Am 2**

Title: **Bulk fuel purchases from State Price Agreement 0498**

Contractor's Name: **Carson Oil Company Inc.**

Department: **Public Works Department** Contact: **Jeniffer Scales**

Analyst: **Kathleen George** Phone #: **(503) 588-5036**

Term - Date From: **July 1, 2020** Expires: **December 31, 2026**

Original Contract Amount: **$ 1,350,000.00** Previous Amendments Amount: **$ 3,650,000.00**

Current Amendment: **$ 1,500,000.00** New Contract Total: **$ 6,500,000.00** Amd% **381%**

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **Cooperative Agreement** **SPA 0498**

Description of Services or Grant Award

Public Works purchases gasoline and diesel fuel for Marion County light duty vehicles and heavy equipment usage. Currently fuel products are purchased from the State of Oregon Price Agreement (SPA) #0498.

Amendment 2 to CPO 88288 adds $1,500,000 based on average annual usage and extends for an additional year to December 31, 2026.

FY25/26 $450,000+
FY24/25 $916,825
FY23/24 $989,158
FY22/23 $976,639
FY21/22 $1,020,121

Desired BOC Session Date: **12/17/2025** Contract should be in DocuSign by:

Agenda Planning Date Printed packets due in Finance:

Management Update **12/9/2025** BOC upload / Board Session email:

BOC Session Presenter(s) **Dennis Mansfield/Michael Pierce** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: A3538E7AEC704F4... 12/10/2025
Finance - Contracts — Date

DocuSigned by: Jeniffer Scales EC27CEB8C9DC4C3... 12/16/2025
Contract Specialist — Date

Signed by: Scott Norris 60C08A6F708240B... 12/11/2025
Legal Counsel — Date

DocuSigned by: Jan Fritz DC103512A6DE4EC... 12/15/2025
Chief Administrative Officer — Date

Docusign Envelope ID: 4B1CFC50-C547-4737-897D-B196758E8ECA

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 12/17/2025

Department: Public Works

Title: Amendment #2 to PO #882888 for the Purchase of Bulk Fuel

Management Update/Work Session Date: 12/09/2025 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Michael Pierce **Phone:** x3196

Requested Action:
Approve Amendment #2 to Purchase Order (PO) #882888 with Carson Oil Company for the purchase of bulk fuel, increasing the PO amount by $1,500,000.00, from $5,000.000.00 to $6,500,000.00, for anticipated bulk fuel purchases through 12/31/26.

Issue, Description & Background:
Marion County Public Works manages fuel procurement for county-owned fueling stations, which serve the County's light-duty vehicle and heavy equipment fleets. This fuel supports operations across multiple departments, including the Sheriff's Office, Health, Juvenile, and Environmental Services, and others, ensuring county-wide service delivery.

Financial Impacts:
Marion County typically spends about $1,000,000 each year on bulk fuel purchases. In alignment with this average annual usage, this amendment would accommodate the next 1.5 years of bulk fuel purchases.

Impacts to Department & External Agencies:
Reliable fuel supply ensures uninterrupted road maintenance, snow removal, and fleet operations. Sheriff Department patrol vehicles, emergency response units, and specialized equipment depend on consistent fuel availability. Fuel reserves are critical during disaster response, evacuations, and wildfire suppression.

List of attachments: Amendment #2 to Purchase Order #882888

Presenter: Michael Pierce

Department Head Signature: Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.11.25 12:18:26 -08'00'

Docusign Envelope ID: 4B1CFC50-C547-4737-897D-B196758E8ECA

*** MARION COUNTY COPY ONLY ***

MARION COUNTY
FINANCE DEPARTMENT

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Purchase Order		
PO#882888	Revision	Page
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Ship To:
MARION COUNTY PUBLIC WORKS
5155 SILVERTON RD NE
SALEM OR 97305

CARSON OIL COMPANY
PO BOX 6030
PORTLAND OR 97228

Bill To:
MARION COUNTY PUBLIC WORKS
5155 SILVERTON RD NE
SALEM OR 97305

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
1877926	559954	SCALES, JENIFFER	
Payment Terms		Ship Via	F.O.B
Freight Terms		Request Or Deliver To STEWART, ERIC	Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	6/1/20 - BULK FUEL PURCHASE AND DELIVERY FOR LIGHT DUTY VEHICLES AND HEAVY EQUIPMENT.		1			$1,350,000
	7/1/22 - AMENDMENT #1 TO ADD ADDITIONAL FUNDS THROUGH 12/31/25.		1			$3,650,000
	12/7/25 - AMENDMENT #2 TO ADD ADDITIONAL FUNDS THROUGH 12/31/26.		1			$1,500,000
					Total	$6,500,000

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

Docusign Envelope ID: 4B1CFC50-C547-4737-897D-B196758E8ECA

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

Docusign Envelope ID: 4B1CFC50-C547-4737-897D-B196758E8ECA

SIGNATURE PAGE FOR
CPO 882888, PW-2981-17
between
MARION COUNTY and CARSON OIL CO., INC.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

12/17/2025

Chair — Date

12/17/2025

Commissioner — Date

12.17.2025

Commissioner — Date

Authorized Signature: DocuSigned by: Brian Nicholas 9793BA7ACD6D443... — 12/10/2025

Department Director or designee — Date

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... — 12/15/2025

Chief Administrative Officer — Date

Reviewed by Signature: Signed by: Scott Norris 60C98A6F708240B... — 12/11/2025

Marion County Legal Counsel — Date

Reviewed by Signature: DocuSigned by: A3538E7AEC704F4... — 12/10/2025

Marion County Contracts & Procurement — Date

Marion County
OREGON
FINANCE DEPARTMENT

Contract Review Sheet

882888 (1)

Purchase Order #: 882888 Amendment #: 1

Contact: Kay Alejandre Department: Public Works

Phone #: 503-373-4329 Date Sent: Friday, July 1, 2022

Title: Carson Oil Co. contract purchase order #882888 for the purchase of bulk fuel.

Contractor's Name: Carson Oil Co. (CECO, Inc)

Term - Date From: Execution Expires: December 31, 2023

Contract Total: $ 1,350,000.00 Amendment: $ 3,650,000.00 New Total: $ 5,000,000.00

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☑ Retroactive ☑ Amendment greater than 25%

Source Selection Method: Cooperative Procurement Cooperative # SPA 0498

Description of Services or Grant Award

Public Works purchases fuel for Marion County light duty vehicles fleet and heavy equipment usage. Currently we purchase off the State of Oregon Price Agreement (SPA) #0498. Amended purchase order will cover expenses incurred from 1/6/20-12/31/23.

Desired BOC Session Date: 7/13/2022 BOC Planning Date: 6/30/2022

Files submitted in CMS: 6/22/2022 Printed packet & copies due in Finance: 6/28/2022

BOC Session Presenter(s) Dennis Mansfield

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS

CB 7/8/22
Finance - Contracts Date

Contract Specialist Date

Jane E Vetto 7/8/22
Legal Counsel Date

Chief Administrative Officer 7/8/22 Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 13, 2022

Department: Public Works | Agenda Planning Date: 7/8/2022 | Time required: 5 min

☐ Audio/Visual aids

Contact: Dennis Mansfield | Phone: 503-365-3111

Department Head Signature:

TITLE	Consider approval of contract purchase order (PO)882888 with Carson Oil Company for the purchase of bulk fuel.
Issue, Description & Background	Public Works purchases fuel for Marion County light duty vehicles fleet and heavy equipment usage. Currently we purchase off the State of Oregon Price Agreement (SPA)#0498. Amended purchase order will cover expenses incurred from 1/6/20-12/31/23.
Financial Impacts:	Including expenses incurred in previous fiscal years and projected fuel expenses through 12/31/2023, PO amendment request is for additional $3,650,000, with a purchase order total of $5,000,000.
Impacts to Department & External Agencies	Fuel is used by light vehicles and heavy equipment county wide including Sheriff's Office, Health, Juvenile, and Environmental Services.
Options for Consideration:	1. Approve PO#882888 and continue to purchase fuel from Carson Oil using SPA#0498. 2. Fuel vehicles at third party fuel stations.
Recommendation:	Public Works recommends the Board of Commissioners approve the PO with Carson Oil for the purchase of fuel through SPA #0498.
List of attachments:	>25% Justification Form Purchase Order Request Purchase Order State Price Agreement #0498
Presenter:	Dennis Mansfield

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:
Tim Beaver - tbeaver@co.marion.or.us
Jeniffer Scales - jscales@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT

Date: June 30, 2022
To: Chief Administrative Officer
Cc: Contract File
From: Kay Alejandre, Managerial Accountant
Subject: Amendment Exceeds 25%

The Marion County Public Works Department is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with CECO, Inc. for the purchase of bulk fuel with a value of $1,350,000 and an additional $3,650,000 will be added to the contract for a new contract total of $5,000,000 upon approval.

The purchase order is utilizing State of Oregon contract 00498, which was extended through December 31, 2023. This requested increase to the purchase order amount will hopefully cover bulk fuel purchases through that date.

Submitted by:

Kay Alejandre
Public Works

Acknowledged by:

Department Head

MARION COUNTY
FINANCE DEPARTMENT

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Purchase Order		
Purchase Order No	Revision	Page

Ship To:
MARION COUNTY PUBLIC WORKS
5155 SILVERTON RD NE
SALEM OR 97305

CARSON OIL COMPANY (CECO)
PO BOX 6030
PORTLAND OR 97288

Bill To:
MARION COUNTY PUBLIC WORKS
5155 SILVERTON RD NE
SALEM OR 97305

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
	559954	08-JUL-22 J SCALES	J SCALES
Payment Terms		Ship Via	F.O.B
IMMEDIATE		BEST METHOD	DESTINATION
Freight Terms		Request Or Deliver To	Confirm To / Telephone
PREPAID		JASON SYKES	( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	BULK FUEL		1			$1,350,000.00
2	BULK FUEL AMENDMENT		1			$3,650,000.00
					Total	$5,000,000.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By:_____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

PURCHASE ORDER #882888
CARSON OIL, INC.
AMENDMENT 1
MARION COUNTY SIGNATURE PAGE

BOARD OF COMMISSIONERS:

Dan Bru 7/13/2022

Chair Date

Colleen Hilligoss 7/13/2022

Commissioner Date

Kevin Cameron 7.13.2022

Commissioner Date

Authorized Signature: Brian Nichols 7/1/2022

Department Director or designee Date

Authorized Signature: Jan Fritz 7/8/2022

Chief Administrative Officer Date

Reviewed by Signature: Jane E Votto 7/8/22

Marion County Legal Counsel Date

Reviewed by Signature: Pamela Sinclair 7/8/22.

Marion County Contracts & Procurement Date

G:\Administration\Contracts\Fleet\2022\PO - CECO, Inc\MC.signpage.BOC.docx

PURCHASE REQUEST

Revised: 12/18/2018

For additional forms and guidelines see: Intranet > Finance > Contract Management & Purchasing > Department Links - Adopted Contracting Rules

Requestor will be given a copy of the approved PO to order items/services unless it is an online order.
Online orders will be completed by accounting staff. Confirmations order will be sent to Requestor

SUPPLIER INFORMATION

	Supplier #1:	Supplier #2:	Supplier #3:
	Carson Oil Company (CECO)		
Address	PO BOX 6030		
Co. Rep.:	Portland OR 97228		
Phone #:	503-224-8500		
Fax:			
Email:			
Accepts Credit Cards?	No or Yes	No or Yes	No or Yes
Low quote chosen ?	No	Explanation of why low quote not used:	or Yes

QUOTE DESCRIPTION FOR ITEMS, COSTS, AND SHIPPING AS REQUIRED

For quote requirements - see "Solicitation Limits" tab or back of printed page for guidelines

Circle supplier that is chosen for purchase:

Item Description	# of Units	Supplier #1 Cost per Unit	Supplier #1 Total Unit Cost	Supplier #2 Cost per Unit	Supplier #2 Total Unit Cost	Supplier #3 Cost per Unit	Supplier #3 Total Unit Cost
GASOLINE AND DIESEL FOR COUNTY VEHICLES		x $ -	= $5,000,000.00	$ -	= $ -	$ -	= $ -
SPA#0498 1/6/20 - 12/31/23		x $ -	= $ -	$ -	= $ -	$ -	= $ -
FY20/21 $667,832 FY21/22 $1,026,841		x $ -	= $ -	$ -	= $ -	$ -	= $ -
FY22/23 $1,750,000 FY23/24 $875,000		x $ -	= $ -	$ -	= $ -	$ -	= $ -
FY22/23 & FY23/24 - Estimates		x $ -	= $ -	$ -	= $ -	$ -	= $ -
(Attach additional form if more lines are needed)	**Shipping**		$ -		$ -		$ -
	TOTAL COST		**$5,000,000.00**		$ -		$ -

STATE PRICE AGREEMENT

Using **State Price Agreement** for cost? No or **Yes**

If yes, State Price Agreement number: SPA#0498

FEDERAL FUNDING

Using **Federal** funding for cost? No or Yes

If yes, CFDA number:

MARION COUNTY BUDGET INFO FOR COSTS

Service	Account	Project	Task	Line Total
4210	141000			$ -
				$ -
				$ -
				$ -

PO Total

$ 5,000,000.00

AUTHORIZATION

	Signature	Printed Name	Date
Requested by:		Jason Sykes	7/1/22
Authorized by:		Brian Nicholas	7/1/22

Vendor Profile - CECO, Inc. dba Carson

General Organization Information

Vendor ID:	V00000737	**Alternate ID:**	1930465110	**Company Name:**	CECO, Inc. dba Carson
Vendor Legal Name:	CECO, Inc. dba Carson	**Status:**	Active	**Status Change Reason:**	
Tax ID Type:	EIN	**Incorporation Details - State:**	OR	**Year of Incorporation:**	0
Tax ID#:	*****5110	**Business Description:**	Fuel & Lubricant Provider	**Preferred Delivery Method:**	Email
Vendor Email:	benz@carsonteam.com	**Vendor Fax:**	5037164612	**1099 Vendor:**	No
Comment:					
Emergency Supplier:	No				
Emergency Phone:	9712713464				
Emergency Contact Name:	Matt Benz				
Emergency Email:	benz@carsonteam.com				
Emergency Info Comment:	V.P. Sales & Marketing				
Referenced Vendor:	No	**Integration ID(s):**			
User Last Updated:	BENZ@CARSONTEAM.COM	**Date Last Updated:**	11/17/2021 11:24:48 AM		

Close Window

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OREGON_OREGON_AWS_PROD_BUYSPEED_1_bso

Master Blanket Purchase Order 0498

Status: 3PS - Sent

General | Items | Vendor | Routing | Control | Attachments(10) | Notes | Change Orders(6) | Reminders | **Summary**

Header Information

Purchase Order Number:	0498	**Release Number:**	0	**Short Description:**	Supply and Delivery of Various Bulk Fuel Types
Status:	3PS - Sent	**Purchaser:**	John Starrs	**Receipt Method:**	Quantity
Fiscal Year:	2021	**PO Type:**	Blanket	**Minor Status:**	
Organization:	Department of Administrative Services				
Department:	107090 - Procurement Services	**Location:**	000 - Administrator	**Type Code:**	
Alternate ID:		**Entered Date:**	12/10/2020 12:20:01 AM		
Days ARO:	0	**Retainage %:**	0.00%	**Discount %:**	0.00%
Release Type:	Direct Release , RPA Release Allowed				
Contact Instructions:		**Tax Rate:**		**Actual Cost:**	$0.00
Invoice Method:	Three Way Match				
Print Format:					
Solicitation Enabled:	No				
Discipline Type:	Supplies				
Statewide Price Agreement Number:	0498				
Contract Expiration Date:	12/31/2023				
DOJ Review?:					
Related OregonBuys Document:					
Mandatory?:	Yes				

Attachments

Amendment No. 1 to Price Agreement No. 0498

This is Amendment No. 1 to Price Agreement No. 0498 executed January 6th, 2020 and amended from time to time between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services [DAS-PS] and CECO, Inc. [Contractor]. This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

As allowed per Section 1/Para. 1.2/para. 1.2.11 of the Price Agreement, Amendment 1 adds the below fuel item numbers, types, descriptions, prices, districts and rack locations to the excel document attached to this price agreement titled "PA_0498_Pricing":

ITEM #	Fuel Type	Fuel Description	Price added to OPIS Rack	District	Rack location
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.1800	2B / 2C	Portland
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.2100	4	Portland
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.3650	7	Portland
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.1850	9	Portland
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.2150	10	Portland
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.2900	12	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.3850	2B / 2C	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.3550	3	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.4950	4	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.4050	5	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.6800	7	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.5350	8	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.5150	10	Portland
18	Renewable Diesel – 50	Mix: 50/50 R99 & B5	$ 0.3250	10	Portland

Except as expressly amended above, all other terms and conditions of the Price Agreement remain in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date.

CONTRACTOR – CECO, Inc.

By: ~~Matthew Benz~~ Corey McCourt
Title: Chief Financial Officer
Date: 1/10/2020
Signature:

STATE OF OREGON, acting by and through DAS-PS

By: Darwin Kumpula
Title: Procurement Manager
Date:
Signature: 16 JAN 2020

Approved pursuant to ORS 291.047

By: Marc Bocci
Assistant Attorney General
Date: January 14, 2020

Amendment No. 2 to Price Agreement No. 0498

This is Amendment No. 2 to Price Agreement No. 0498 executed January 6th, 2020 and amended from time to time between the State of Oregon ("State"), acting by and through its Department of Administrative Services – Procurement Services ("DAS-PS") and CECO, Inc. ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

Amendment No. 2 modifies the original price agreement by ADDING the new paragraph below to Section 2.14 and numbered 2.14.5. This paragraph addresses the allowable action(s) taken by State officials, Authorized Purchasers (as defined in Section 1.1.2 of the Price Agreement) or other designated personnel in the event a state of emergency is declared within the State.

2.14.5 Declaration and Emergency Response: The Governor of the State has the authority to declare a state of emergency pursuant to ORS Chapter 401. The Governor also has the authority to declare an energy resources emergency pursuant to ORS Chapter 176. The Oregon Department of Energy ("ODOE"), pursuant to ORS Chapter 176, has developed an Oregon Fuel Action Plan ("Plan") to address such emergencies consistent with the Governor's emergency authorities. (The Plan is accessible through the following link: https://www.oregon.gov/energy/safety-resiliency/Documents/Oregon-Fuel-Action-Plan.pdf. In the event of a declared emergency, Supplier acknowledges that the Governor may delegate authority to ODOE to carry out the Plan, or other actions within the Governor's authority. This delegation of authority may include the authority to allocate and control all fuel stockpiles throughout the State. Contractor shall provide services in response to a request from the State made either under the authority of an emergency declared by the President of the United States or the Governor, or in an emergency requiring immediate action prior to a formal declaration.

Except as expressly amended above, all other terms and conditions of the Price Agreement remain in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date.

CONTRACTOR – CECO, Inc.

By: Matthew Benz
Title: V.P. Sales + Operations
Date: 7/19/2021
Signature:

STATE OF OREGON, acting by and through DAS-PS

By: Darwin Kumpula
Title: Procurement & Operations Manager
Date: 19-Jul-2021
Signature: Darwin Kumpula Digitally signed by Darwin Kumpula Date: 2021.07.19 16:00:19 -07'00'

Approved by Mr. Marc Bocci, Assistant Attorney General via email on July 16, 2021.

DocuSign Envelope ID: 640DB867-B999-43F5-A5B3-6CECF10FA62E

Amendment No. 3 to Price Agreement No. 0498

This is Amendment No. 3 to Price Agreement No. 0498 executed January 6th, 2020 and amended from time to time between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services [DAS-PS] and CECO, Inc. [Contractor]. This Amendment is effective on the last date of below approvals are recorded.

As allowed per Section 1.3.4 of the Price Agreement, Amendment No. 3 adjusts the Price-per-Gallon of Diesel Exhaust Fluid (DEF) upwards by ninety-seven cents ($ 0.97).

Except as expressly amended above, all other terms and conditions of the Price Agreement remain in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date.

CONTRACTOR – CECO, Inc.

By: Matthew Benz
Title: Vice President of Sales & Operations
Date: 11/11/2021
Signature: DocuSigned by: Matthew Benz 318D78C42B55413...

STATE OF OREGON, acting by and through DAS-PS

By: Darwin Kumpula Digitally signed by Darwin Kumpula Date: 2021.11.16 08:09:58 -08'00'
Title: Deputy Chief Procurement Officer
Date: 15-Nov-2021

Approved for Legal Sufficiency pursuant to O.R.S. 137-045-0050.

DocuSign Envelope ID: 4CDB29DE-0677-47E1-9AE9-C1499ED586A9

Amendment No. 4 to Price Agreement No. 0498

This is Amendment No. 4 to Price Agreement No. 0498, executed January 6th, 2020, and amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services [DAS-PS] and CECO, Inc. This Amendment is effective on the last date signed below after all approvals for signing ("Amendment Effective Date").

Therefore, as allowed in Section 1.5 of the Price Agreement, this Amendment extends the term for two years reflecting a new expiration date of December 31, 2023.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

CONTRACTOR – CECO, Inc.

By: DocuSigned by: Matthew Berg 318D78C42B55413...

Title: Vice President of Sales & Operations

Date: 12/2/2021

DAS – PS

By: Darwin Kumpula Digitally signed by Darwin Kumpula Date: 2021.12.02 11:16:55 -08'00'

Title: Procurement Operations & Sourcing Manager

Date: 2-Dec-2021

Approved for Legal Sufficiency pursuant to O.R.S. 137-045-0050

STATE OF OREGON

State of Oregon
Price Agreement No. 0498

With

CECO, Inc.

is issued to provide the following:

Supply and Delivery of Various Types of Fuel in Bulk Quantities

Price Agreement No. 0498 ("Price Agreement") is created as a result of a qualifying and acceptable submission to Solicitation No. DASPS-2274-19 and is between the State of Oregon (the "State"), acting by and through its Department of Administrative Services – Procurement Services ("DAS-PS"), on behalf of all Oregon state agencies, ORCPP members and MCUA holders and CECO, Inc., a State of Oregon Corporation ("Contractor").

Section 1 –Agreement

1.1 Parties

1.1.1 The only parties to this Price Agreement are DAS-PS and Contractor.

1.1.2 AUTHORIZED PURCHASERS may purchase Goods or Services ("Goods or Services"), services ("Services") or related products specified in Exhibit A by issuing ordering instruments creating separate contracts ("Contracts"). The only parties to each of these Contracts are the Authorized Purchaser and Contractor. DAS-PS is an intended beneficiary of each Contract.

1.2 Process

1.2.1 AUTHORIZED PURCHASERS may order Goods or Services during the Term of this Price Agreement using any of the following ordering instruments:

1. DAS-approved Purchase Order form. See Sample as Exhibit B to this agreement.
2. Authorized Purchaser's standard form

3. State P-card of Oregon Transaction System ["SPOTS"] Card

Each ordering instrument must specify, at a minimum, the following details:

1. Price Agreement No. 0498.
2. The specific Goods or Services and quantity of each item ordered.
3. The net price.
4. The requested delivery schedule.
5. The delivery location(s).
6. The invoicing address.
7. Authorized Purchaser's authorized representative and relevant contact information including e-mail address.

1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Price Agreement. Additional, different or conflicting terms and conditions in any ordering instrument or any other form used by an Authorized Purchaser or 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.

1.2.3 Authorized Purchaser(s) who are State of Oregon agencies may issue Purchase Orders for any value under this PriceAgreement.

1.2.4 Contractor shall accept ordering instruments from AUTHORIZED PURCHASERS complying with the provisions of this Price Agreement until the termination or expiration of this Price Agreement.

1.2.5 An ordering instrument deemed accepted by Contractor unless Contractor rejects the ordering instrument within two (2) business days after received. Contractor may reject an ordering instrument: i) using the same means used to deliver the ordering instrument, or ii) by e-mail, provided the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.

1.2.6 Accepted ordering instruments establish separate Contracts between AUTHORIZED PURCHASERS and Contractor and include the terms set forth in Sections 2 and 3. When used in Contracts, "Price Agreement" means specifically Price Agreement No. 0498.

1.2.7 DAS-PS is not obligated or liable under any Contract unless DAS-PS is acting as the Authorized Purchaser of the Goods or Services, Services or related products.

1.2.8 Nothing in this Price Agreement obligates DAS-PS or AUTHORIZED PURCHASERS to purchase any Goods, Services or related products at any time during the Term of this Price Agreement.

1.2.9 Contractor shall reject an ordering instrument from any entity not identified as an Authorized Purchaser under this Price Agreement unless an amendment executed prior to the order allowing such entity to purchase materials specifically listed in this Price Agreement.

1.2.10 Contractor shall reject any ordering instrument not meeting the requirements of this Price Agreement.

1.2.11 DAS-PS reserves the right to add fuel types to this Price Agreement as they become available or mandated through new legislation by the State of Oregon. These fuel types may originate through existing producers, new producers or their authorized distribution channel(s).

Examples of fuel types added include, but are not limited to, (i) renewable diesel ("RD") in blends not previously listed, (ii) renewable gasoline ("RG") in forms acceptable to the market or blends not previously available, and (iii) forms of existing fuel types not listed or produced at the time of execution of this Price Agreement.

1.3 Pricing

1.3.1 Except as provided in this Section 1.3, During the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A – Goods

1.3.2 Contractor understands and agrees the prices listed for each District are Not-to-Exceed ("NTE") prices but may negotiate lower prices with an Authorized Purchaser for a specific location within each District. In such cases, the negotiated lower prices only apply to Contracts between Contractor and such Authorized Purchaser.

1.3.3 Contractor shall subtract from prices charged to Authorized Purchasers any unit price decrease achieved or gained by Contractor whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify the DAS-PS Contract Administrator of the amount and effective date of the decrease.

1.3.4 Either party to this Price Agreement may request a price adjustment for some or all of the Goods, subject to the restrictions specified below. Contractor may request unit price increase no more than once in any 12-month period, provided no such requests made prior to July 1, 2020. Contractor must submit a request to the DAS-PS Contract Administrator in writing at least 60 days prior to the proposed effective date of the increase. The request must show all proposed increases by line item and include, at a minimum, support documentation from the U.S. Bureau of Labor Statistics Producer Price Index and/or Consumer Price Index and documented increases in costs to Contractor. Other relevant manufacturer or industry data substantiating the increase is encouraged and accepted for consideration. DAS-PS reserves the right in its sole discretion to determine whether to agree to a price increase. DAS-PS further reserves the right to require additional documentation or independently verify the basis and validity of any proposed price increase utilizing its internal price review and analysis protocols. DAS-PS may accept or reject the requested increase or offer some lesser amount.

In addition, Contractor may request a price adjustment for some or all of the Goods in connection with each extension of the Price Agreement pursuant to Section 1.5. Any such adjustment must have support documentation from the U.S. Bureau of Labor Statistics Producer Price Index and/or Consumer Price Index and documented increases in costs to Contractor. DAS-PS reserves the right in its sole discretion to determine whether to agree to a price increase for an extension period. DAS-PS further reserves the right to require additional documentation or independently verify the basis and validity of any proposed price increase utilizing its internal price review and analysis protocols. DAS-PS may accept or reject the requested increase or offer some lesser amount. In the event DAS-PS offers some compromise amount or rejects the requested price increase, Contractor may elect to agree to the proposed extension period under those conditions or allow the Price Agreement to expire. However, Contractor has no right to receive, or claim for failure to receive, a price increase for any extension period.

Notwithstanding the foregoing, no more than one price increase will be allowed during any twelve-month period within the Term of the Price Agreement or extension period. Accordingly, if

there has been a price adjustment during the 12-month period preceding the commencement of an extension period, any price adjustment agreed to for such extension period shall not take effect until a period of 12 months from the effective date of such prior adjustment has elapsed.

1.4 Contractor Reporting and Payment Requirements

Contractor shall generate and submit to DAS-PS monthly sales reports based on sales generated from Authorized Purchasers. Contractor must pay two separate administrative fees of $ .01/gallon (one ce per gallon) for a total of $ .02/gallon (two cents per gallon). Fees to be included in the delivered price of each gallon. Below is a brief outline of these fees. Additional instructions and information provided in Exhibit D of this Price Agreement.

(1) Volume Sales Report (VSR) / Vendor Collected Administrative Fee (VCAF)

Contractor shall generate and submit to DAS-PS a quarterly Volume Sales Report ("VSR") detailing total dollar in sales generated by each Authorized Purchaser to DAS-PS, along with a Vendor Collected Administrative Fee ("VCAF") paid directly to DAS-PS. The VCAF amount for this Price Agreement is equal to $ 0.01 per gallon sold, as documented in the VSR and paid quarterly.

EASi Buy, LLC. Report / Support Fee

Contractor shall generate and submit to EASiBuy, LLC a monthly sales report detailing total dollars in sales generated by each Authorized Purchaser, along with a Transaction Fee of $0.01 per gallon paid directly to EASiBuy, LLC. Contractor represents and warrants it has entered into and will comply with the Supplier Agreement Terms and Conditions ("EASiBuy Agreement") with EASiBuy, LLC. Contractor's failure to maintain or comply with the EASiBuy Agreement, including, but not limited to, failing to make reports or payments under the agreement constitutes a default under this Price Agreement.

1.5 Term of Agreement; Termination

1.5.1 The initial Term of this Price Agreement begins on the date this Price Agreement has been signed by DAS-PS and Contractor, and all required approvals have been obtained ("Effective Date"), and terminates on the 2nd anniversary of the Effective Date unless sooner terminated or extended as allowed in this Price Agreement. DAS-PS has, in its sole discretion, the option to extend the Term of this Price Agreement for up to four additional two-year extension periods, provided the maximum Term of this Price Agreement shall not exceed ten (10) years. DAS-PS will exercise the option to extend, if at all, by giving Contractor written notice no later than 30 calendar days before the expiration of the then-current term. The initial term, and all extension terms collectively, is considered the "Term" of this Price Agreement.

1.5.2 Upon termination or expiration of this Price Agreement, Contractor shall not accept new ordering instruments.

1.5.3 Termination of this Price Agreement also terminates any outstanding ordering instruments under which an Authorized Purchaser and Contractor agreed to have Contractor deliver specific quantities of Goods or Services on a pre-determined, future date or schedule. The intent is to terminate Blanket Purchase Order(s) or "BPOs", if any exist at time of termination.

1.5.4 Except as provided in Section 1.5.3, termination of this Price Agreement does not terminate any

right or obligation of a party under a Contract or ordering instrument accepted by Contractor before termination of this Price Agreement.

1.5.5 Parties' Right to Terminate for Mutual Consent. This Price Agreement allows termination any time by mutual written consent of DAS-PS and Contractor.

1.5.6 DAS-PS Right to Terminate. DAS-PS may, in its sole discretion, terminate this Price Agreement, in whole or in part, for any reason upon 30 Calendar Days' written notice to Contractor.

1.6 Insurance

Contractor shall obtain and maintain all insurance specified in Exhibit C for the Term of this Price Agreement and through the full performance of all Contracts entered into under this Price Agreement.

1.7 Miscellaneous

1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Price Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

1.7.2 Designation of Forum and Consent to Jurisdiction. A party bringing a legal action or proceeding against the other arising out of or relating to this Price Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

1.7.3 Amendment(s). No amendment of this Price Agreement is valid unless it is in writing and signed by both DAS-PS and Contractor.

1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Price Agreement without first obtaining the written consent of DAS-PS. DAS-PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Price Agreement. This Price Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.

1.7.5 Counterparts. This Price Agreement may be executed in two or more counterparts, each of which is an original, and all of which, together, deemed the same instrument, notwithstanding that the parties are not signatories to the same counterpart.

1.7.6 Force Majeure. Neither DAS-PS nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause not within the control of the party whose performance is interfered with, and which delay or default such party is unable to prevent by the exercise of reasonable diligence. DAS-PS may terminate this Price Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Price Agreement within a time period that is acceptable to DAS-PS.

In the event of any such delay, Contractor's obligations shall be suspended to the extent and duration of the cause of the delay. However, Contractor shall make all reasonable efforts to

eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Price Agreement will be extended to enable Contractor to fulfill its obligations hereunder once such cause has been removed.

1.7.7 Entire Agreement. This Price Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.

1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS at the address or number set forth below in Section 4, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

1.7.9 No Third Party Beneficiaries. DAS-PS and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce its terms. Nothing in this Price Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Price Agreement. This section is not intended to, and shall not, limit the rights and benefits of any Authorized Purchaser under Contracts or other ordering instruments entered into with Contractor pursuant to this Agreement.

1.7.10 Waiver. The failure of DAS-PS to enforce any provision of this Price Agreement or the waiver of any violation or nonperformance of this Price Agreement in one instance does not constitute a waiver by DAS-PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.

1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of the State and the applicable tax laws of any political subdivision of the State. Contractor shall comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State, for the term of this Price Agreement. For the purposes of this subsection, "tax laws" include: (i) all tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; (ii) all tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property (whether tangible or intangible), operations, receipts, or income, or to Contractor's performance of, or compensation for, any work performed by Contractor; (iii) all tax provisions imposed by a political subdivision of the State that applied to Goods or Services provided by Contractor; and (iv) all rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material default

under this Price Agreement. Such default entitles DAS-PS to terminate this Price Agreement and pursue and recover any and all damages arising from the default or termination of the Price Agreement, and to pursue any or all remedies available under this Price Agreement, at law, or in equity, including but not limited to:

- Termination of this Price Agreement, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or Authorized Purchaser's setoffright, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

DAS-PS may recover any, and all, damages suffered as the result of Contractor's default under this subsection or under any other provision of this Price Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services.

1.7.12 Recycled Products: Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled products where possible. This includes paper, "PETE" and other materials, as definedin ORS 279A.010 [1][gg], [hh] and [ii].

1.7.13 Records Archiving: Contractor shall retain, maintain and keep accessible all records relevant to the this Price Agreement (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following termination of the Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Price Agreement and any Contract, whichever date is later. Financial Records must be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, Contractor shall permit DAS-PS and the State of Oregon and their duly authorized representatives, EASiBuy LLC, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

1.7.14 Performance Evaluations: DAS-PS may conduct evaluations of Contractor's performance during the Term of this Price Agreement. DAS-PS will compile and maintain completed evaluations, which will become a written record of Contractor's performance. DAS-PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Price Agreement termination. DAS-PS may provide copies of any documents in the written record to Contractor and third parties upon request. DAS-PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.

1.7.15 Reporting. This Price Agreement and Contract(s) with AUTHORIZED PURCHASERS who are state agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Price Agreement or a Contract and (ii) exercising a right of setoff against Contractor's compensation under a Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

1.7.16 Pay Equity Compliance: If selected for award, Bidder shall submit to Agency a true and

correct copy of an unexpired Pay Equity Compliance Certificate issued to the Bidder by the Oregon Department of Administrative Services.

For more information on Pay Equity Certification, visit
https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx

1.7.17 Survival: All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Price Agreement, including without limitation this Section 1.7.17, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

Section 2 – Standard Terms for Contracts under this Price Agreement

2.1 Contract Documents and Order of Precedence: The Contract consists of the ordering instrument and the provisions in Sections 2 and 3 of the Price Agreement. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.

2.2 Payment: Authorized Purchaser is solely responsible for payment under this Contract. Contractor shall look solely to Authorized Purchaser for payment of all amounts due under this Contract. Subject to Authorized Purchaser's acceptance of Goods or Services, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.

2.3 Overdue Charges: At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).

2.4 Demurrage Compensation: Contractor may apply for Demurrage Compensation if the Authorized Purchaser is responsible for undue delays in Contractor delivering Goods per the Contract requirements. In such cases, both parties will review the matter in good faith. If mutually agreed, Authorized Purchaser shall reimburse Contractor based on an hourly rate billable in less-than hourly increments. The duration of the delay and reimbursement method to be agreed Contractor and Authorized Purchaser on a case-by case basis. The hourly rate used for purposes of Demurrage Compensation shall be $ 85.00. Hourly rate fixed for the initial term of the Price Agreement. Rates may be decreased or increased every two years provided both parties agree.

2.5 Delivery: Delivery is complete when the purchased Goods ares in the Authorized Purchaser's fuel tanks. If Goods are not delivered within the terms and time frame cited in the Contract, substitute comparable products may be purchased by the Authorized Purchaser from another source and the Contractor shall be required to pay any additional costs incurred by the Authorized Purchaser in doing so. Late or non-complying delivery may also result in termination of the Contract by the Authorized Purchaser.

2.6 Ordering Practices: Authorized Purchaser may require Contractor to comply with any of the following Bulk Fuel ordering methods:

a) KEEP FULL: When Authorized Purchaser chooses, Contractor may schedule deliveries at its convenience to ensure that there is always sufficient Bulk Fuel in the Authorized Purchaser's tank or tanks provided the Authorized Purchaser approve scheduled deliveries, in advance, in writing.

b) ROUTINE SINGLE ORDERS: Deliveries during normal, working hours and within three calendar days after receipt of order.

c) EMERGENCY: Deliveries must be within 24 hours after notification of need. Contractor may add a flat rate charge up to $150.00 per delivery to cover additional costs, if applicable. All emergency charges agreed to prior to delivery. Emergency charges must be a separate line item on the invoice.

Contractor shall provide a copy of the loading, meter or similar document certifying actual volume dispensed when delivery is complete.

2.8 SPILLS and SPILL CLEAN UP:

2.8.1 Contractor shall be solely responsible for remediation of the spillage area, and for all costs and damages resulting from such remediation, for all fuel spills that may occur during transit or unloading operations.

2.8.2 Contractor shall be knowledgeable of and shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to fuel delivery and oil pollution prevention.

2.8.3 Contractor shall take all reasonable measures to prevent any spillage typically associated with Contractor's equipment and shall utilize proper equipment to prevent fuel spillage during delivery (such as the use of drip buckets under hose fittings).

2.8.4 Contractor shall follow all posted spill prevention procedures at Authorized Purchaser's fueling sites.

2.8.5 Contractor shall use wheel chocks, other physical barriers, or a warning system to prevent truck departure prior to complete disconnection of flexible or fixed fuel transfer lines.

2.8.6 Contractor shall inspect its vehicles prior to each departure to make a delivery for discharges from the lowermost drain and all outlets of such vehicles and shall remediate the cause of any such discharges prior to departure

2.8.7 Contractor shall immediately report and clean up any spillage, and shall comply with any related requirements under applicable law, including, but not limited to, ORS 466.605 through 466.680. In the event of Contractor's failure to do so, the Authorized Purchaser may take any or all corrective action deemed necessary to restore the impacted area to its original condition, and the Contractor shall be liable for all related costs, including any litigation and mitigation costs incurred to restore the impacted area or to recover such costs.

2.9 Payment Address: Payments by Authorized Purchaser must be sent to the address specified on Contractor's invoice.

2.10 Invoices: Contractor shall invoice Authorized Purchaser only after valid acceptance of Goods or Services has been confirmed in writing by Authorized Purchaser. Invoices must be sent to the address provided by Authorized Purchaser and must include, at a minimum, the following:

a) Price Agreement No.
b) Purchase Order No.
c) Quantity of Goods or Services
d) Unit Price of Goods or Services
e) Total Invoice Value

2.11 Prices: Contractor represents all prices for Goods or Services under this Contract are equal to or better than the prices listed in the Price Agreement.

2.12 Cancellation, Inspections and Acceptance: Authorized Purchaser may cancel an order in whole or in part before the cancelled Goods or Services described in the order are delivered.

Authorized Purchaser has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods or Services. If Authorized Purchaser rejects the Goods or Services, Authorized Purchaser will provide Contractor with written notice of such rejection. Notice of rejection must include itemization of apparent defects, including but not limited to discrepancies between the Goods or Services and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or otherwise nonconforming Goods or Services (including late delivery). If Authorized Purchaser elects to provide Contractor with an opportunity to cure the rejected Goods or Services, notice of rejection must also specify the time period in which such cure must be completed.

Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods or Services at no additional cost within 14 calendar days of Contractor's receipt of notice of rejection or other acceptable timeline, if warranted, and agreed to by both parties.

If Goods or Services are rejected or the acceptance of such Goods or Services is revoked, Contractor shall refund any payments made with regard to the rejected Goods or Services and shall, at Contractor's sole cost and expense, remove the Goods or Services within seven (7) calendar days of Authorized Purchaser's notice of rejection or revocation of acceptance.

Nothing contained in Section 2.12 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection, or revocation of acceptance, of Goods or Services.

2.13 Contractor's Representations and Warranties:

2.13.1 Employee Status: Contractor warrants that it and its personnel are not "officers," "employees," or "agents" of Authorized Purchaser, as those terms are used in ORS 30.265.

2.13.2 Warranty on Materials, Design & Manufacture: Contractor represents and warrants that all Goods supplied are new, unused, of current production models and free from defects in materials, design and manufacture. Contractor further represents and warrants all Goods

are in compliance and meet or exceed all specifications listed in Attachment D.

2.13.3 Warranty on Service Standards: Contractor warrants that all Services shall be performed in a good, workman-like manner in accordance with highest standards prevalent in the industry.

2.13.4 Warranty of Title: Contractor represents and warrants all Goods are free and clear of any liens or encumbrances and that Contractor has full legal title to the Goods. Contractor further warrants no other person or entity has any right, title or interest in the Goods, which is superior to, or infringes upon, the rights granted to the Authorized Purchaser upon acceptance of Goods.

2.13.5 Warranty on Safety and Health Requirements: Contractor represents and warrants that Goods or Services provided under this Contract comply with all applicable federal health and safety standards including, but not limited to, Occupational Safety and Health Administration (OSHA) and all Oregon safety and health requirements, including but not limited to those of the Oregon Consumer and Business Services Department.

2.13.6 Manufacturer Warranty: Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser and provide warranty documents to Authorized Purchaser at time of delivery at no charge.

2.13.7 Warranties Cumulative: The warranties set forth in this Section 2.13 are in addition to, and not in lieu of, any other warranties provided under the Price Agreement or the Contract. All warranties provided are cumulative and intended to afford Authorized Purchaser the broadest warranty protection available.

2.14 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.14.1 Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as adopted or amended from time to time.

2.14.2 STATUTORY TERMS: Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled products where possible. This includes paper, "PETE" and other materials as defined in ORS 279A.010 [1][gg], [hh] and [ii].

2.14.3 NONCOMPLIANT GOODS: In the event of a conflict between the specifications in this Contract and applicable federal or state law, the law prevails. Contractor shall make any modifications required to achieve compliance with applicable law. When Contractor is notified, or becomes aware, of any required modifications, Contractor shall immediately notify DAS-PS and Authorized Purchaser.

2.14.4 RECALLED GOODS, SERVICES OR COMPONENTS: In the event any Goods, Services or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS-PS and Authorized Purchaser of the recall or non-compliance, and

shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

a) Cancel any portion of the ordering instrument.
b) Reject the Goods or Services.
c) Revoke its acceptance of the Goods or Services.
d) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to Authorized Purchaser.
e) Terminate the Contract.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods or Services at its sole cost and expense, and reimburse Authorized Purchaser for any payments made.

2.15 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars ($10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that department with respect to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.16 SAFETY DATA SHEET: Where applicable, Contractor shall provide Authorized Purchaser at time of delivery with a Safety Data Sheet ("SDS") as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Price Agreement, which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and SDS information if available and as requested by Authorized Purchaser.

2.17 TIME IS OF THE ESSENCE: Time is of the essence for performance of Contractor's obligations under this Contract.

2.18 FORCE MAJEURE: Neither Authorized Purchaser nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract within a time frame that is acceptable to Authorized Purchaser.

2.19 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.

2.20 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

2.20.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for Goods or Services and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not

control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

2.20.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.21 INDEMNIFICATION:

2.21.1 Contractor shall defend, save, hold harmless, and indemnify Authorized Purchaser, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Authorized Purchaser, the State of Oregon or any agencies thereof, or the agents, officials oremployees of any of the foregoing, and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees, agents, related to this Contract, (ii) any act or omission by Contractor that constitutes a material default of this Contract, including without limitation any default of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the Goods or Services. Authorized Purchaser or the State of Oregon will promptly notify Contractor in writing of any claim of which Authorized Purchaser or the State becomes aware. Contractor's obligations under this section do not extend to any claim solely caused by (i) the negligent or willful misconduct of Authorized Purchaser,or (ii) Authorized Purchaser's modification of Goods or Services without Contractor's approval and in a manner inconsistent with the purpose and proper usage of such Goods or Services.

2.21.2 The Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State of Oregon or its officers, employees or agents prior to such action or representation. Further, the State of Oregon, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) proposed counsel is not adequately defending or able to defend the interests of the State of Oregon, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State of Oregon are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the State of Oregon in assuming its own defense and that of its officers, employees, or agents under this section.

2.22 DEFAULT:
2.23 +
2.24

2.24.1 BY CONTRACTOR: Contractor is in default under this Contract if:

a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

b) Contractor no longer holds a license or certificate that is required for Contractorto perform Contractor's obligations under this Contract; or

c) Contractor commits any default of any covenant, representation warranty, obligation or certification under this Contract, provided Contractor may cure the default within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the default is curable by Contractor within a time period that is acceptable to Authorized Purchaser.

2.24.2 BY AUTHORIZED PURCHASER: Authorized Purchaser is in default of this Contract if:

a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms ofthis Contract, and Authorized Purchaser fails to cure such failure within twenty (20) business days after delivery of Contractor's notice of nonpayment or such longer period as Contractor may specify in such notice; or

b) Authorized Purchaser commits any default of any covenant, representation, warranty, or obligation under this Contract and such default is not cured within twenty (20) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

2.25 DEFAULT REMEDIES:

2.25.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in default under Section 2.22.1, in addition to the remedies afforded elsewhere in this Contract, Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

a) Termination of the Contract as provided in Section 2.24;

b) Withholding all monies due for invoiced Goods or Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

c) Initiation of an action or proceeding for damages, specific performance,declaratory or injunctive relief; and

d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.

These remedies are cumulative to the extent the remedies are not inconsistent and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively

or in any order whatsoever.

2.25.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in default under Section 2.22.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.24, Contractor's sole remedy is a claim against Authorized Purchaser for the unpaid purchase price for Goods or Services delivered and accepted by Authorized Purchaser, less previous amounts paid and the amount of any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.26 TERMINATION:

2.26.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.26.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate a Contract or other ordering instrument for convenience with thirty (30) calendar days' written notice. Authorized Purchaser may terminate a Contract or other ordering instrument immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods or Services by Authorized Purchaser under the Price Agreement, or Authorized Purchaser's payment for such Goods or Services from the planned funding sources; or
(c) Contractor is in default under this Contract under Section 2.22.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.26.3 RIGHTS OF CONTRACTOR: Contractor may terminate a Contract with a minimum twenty (20) calendar-days written notice to Authorized Purchaser, if Authorized Purchaser is in default of the subject Contract as described in Section 2.22.2.

2.27 ACCESS TO RECORDS: Contractor shall retain, maintain and keep accessible all records relevant to the this Contract (the "Records") for a minimum of six (6) years. Longer periods may apply if or such longer if required by law following expiration, termination of Contract or until the conclusion of any audit, controversy or litigation arising out of, or related to, the Contract, whichever date is later. Financial Records must be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, Contractor shall permit DAS-PS, Authorized Purchaser, duly authorized representatives and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.28 NOTICES: Except as otherwise expressly provided in this Contract, any communications between the parties, or notices given under this Contract, are effective only if given in writing by personal delivery, facsimile, email or United States Postal Service, postage prepaid, to the party's authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to given to that authorized representative are as identified in the ordering instrument or

as later indicated by Authorized Purchaser pursuant to this section. For Contractor, the authorized representative and the address or number for notices or communications to given to that authorized representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this section. Any communication or notice via the United States Postal Service deemed given five (5) days after mailing. Any communication or notice by personal delivery deemed given immediately upon such delivery. Any communication or notice by email deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

2.29 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree, other than designation of quantities, types of Goods or Services, destination, dates and scheduled delivery of other performances, any purchase order or acknowledgement document is for the convenience of the parties to initiate or confirm order of Goods or Services under this Contract. No other terms or conditions contained in those documents are of any force, effect or binding upon the parties.

2.30 GOVERNING LAW: This Contract is governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.31 VENUE; CONSENT TO JURISDICTION:

2.31.1 STATE CONTRACT VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts and waives any objection to venue in such courts, and waives any claim that such forums are inconvenient. Nothing herein may be construed as a waiver of the State of Oregon's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.31.2 ORCPP CONTRACT VENUE; CONSENT TO JURISDICTION: Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract order must be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser's option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Purchaser resides. Contractor hereby consents to the in personam jurisdiction of said courts and waives any objection to venue in such courts, and waives any claim that such forums are inconvenient. Nothing herein may be construed as a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.32 SURVIVAL: All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, including without limitation this Section 2.30, and provisions regarding warranties and liabilities independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

2.33 SEVERABILITY: If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

2.34 ASSIGNMENTS, SUBCONTRACTS AND SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written consent of Authorized Purchaser. Further, no such written consent relieves Contractor of any obligations under the Contract, and any assignee, transferee, or delegate will be considered the agent of Contractor. The provisions of this Contract are binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

2.35 MERGER CLAUSE, AMENDMENT and WAIVER: This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.

2.36 CERTIFICATION OF COMPLIANCE WITH TAX LAWS: Contractor has complied with the tax laws of the State and the applicable tax laws of any political subdivision of the State. Contractor shall, for the term of this Contract, comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State. For the purposes of this section, "tax laws" includes: (i) all tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property (whether tangible or intangible), operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of the State that applied to Goods or Services provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 2.29 constitutes a material default under this Contract. Such default entitles Authorized Purchaser to terminate this Contract and pursue and recover any and all damages arising from the default or termination of the Contract, and to pursue any or all remedies available under this Contract, at law, or in equity, including but not limited to:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Authorized Purchaser may recover any, and all, damages suffered as the result

of Contractor's default under this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services.

2.37 INTENDED BENEFICIARY. DAS-PS is an intended beneficiary of this Contract. The parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS-PS.

2.38 ASSIGNMENT OF ANTITRUST RIGHTS. Contractor irrevocably assigns to the State of Oregon any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any Goods or Services provided to Contractor for the purpose of carrying out Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Contract to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any Goods or Services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to Contractor pursuant to this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action.

Section 3 – Special Terms for Contracts under this Price Agreement – Reserved

Section 4 – Contact details and signatures of each party's, duly-authorized representative(s)

4.1 Contractor:

(a) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement and to execute this Price Agreement on behalf of Contractor;
(b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Price Agreement;
(c) Contractor will furnish the Goods or Services in accordance with Contracts under this Price Agreement; and
(d) Contractor shall furnish federal identification number or social security number under a separate document.
(e) All Contractor affirmations contained in its Bid related to this Price Agreement are true and correct.
(f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.

Contractor Name CECO, Inc.

Title CFO

Authorized Signature [signature]

Date 1/6/2020

DAS-PS Name Darwin Kumpula

Title Vehicle & Transportation PS Manager

Authorized Signature

Contract Administrator (if other than above)

Name John Starrs

Contact Info. John.Starrs@Oregon.gov
(503)-378-4643

Approved for Legal Sufficiency by:

Mr. Marc Bocci
Assistant Attorney General / Business Transactions
Via email dated December 23rd, 2019

EXHIBIT A – Goods

In addition to below, see separate EXCEL Document Titled: "PA_No._0498_CECO"

FUEL RACK REQUIRED REFERENCES / DESCRIPTIONS

1. OPIS WHOLESALE RACK TABLES:

"City"+ "Current Date" + "10:00 EST"

Table used is under the Heading: "ADDITIONAL CONTRACT SUMMARY"
Price Line used is: "CONT UBD AVG" – Published Price or Published Price used in an Equation

2. EQUATION EXAMPLES:

a. Unleaded Gasoline – E-10:

***OPIS CONTRACT BENCHMARK FILE** / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

Price = Published

b. Unleaded Gasoline – E-15:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

AND

*OPIS CONTRACT BENCHMARK FILE** OPIS GROSS PURE ETHANOL PRICES***

Price = Equation. Sum of (Published E10 x 0.9440) + (Published PURE x .0560)

c. Unleaded Gasoline – E-85:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

AND

OPIS CONTRACT BENCHMARK FILE OPIS GROSS PURE ETHANOL PRICES***

Price = Equation. Sum of (Published E10 x 0.1667) + (Published PURE x .8333)

d. Ultra-Low, Sulfur Diesel [ULSD] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES***

Price = Published under No. 2 column

e. Biodiesel [B5] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES***

Price = Published

f. Biodiesel [B20] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES***

Price = Published

g. Renewable Diesel [RD100 or 99]:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES***

Price = Published

h. Renewable Diesel [RD20/B80]:

Price = Bidder is to offer a final price based on their own calculations ensuring the end-product meets all required specifications. Bidder must be prepared to provide all calculation details if awarded a price agreement for this fuel type.

i. Heating Oil [ULSD] No.1:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES***

Price = Published under No. 1 Column

j. Burner Fuel [Kerosene]:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES***

Price = Published under No. 1 Column

Exhibit B

	DAS-PS Approved Purchase Order **STATE OF OREGON**	PURCHASE ORDER (PO) NO.	PAGE #

Authorized Purchaser's Authorized Representative	Purchase Order Date	Requisition No.

Contractor Name and Address	Authorized Purchaser's Invoicing Address
Contractor FEIN / Price Agreement number	Authorized Purchaser's Authorized Representative Email Address
Deliver to Address	Authorized Purchaser's Authorized Representative Phone and Fax Number
	Delivery Schedule or Delivery Date

Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	

This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation #_____and Price Agreement_____. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.

Agency's Authorized Representative to Make Purchase	Date	

EXHIBIT C – INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this section 4 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than **$1,000,000.00** per occurrence. Annual aggregate limit shall not be less than **$2,000,000.00.**

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **$1,000,000.00** for bodily injury and property damage. Coverage written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability) allowed. Use of personal automobile liability insurance coverage acceptable if evidence the policy includes a business use endorsement.

POLLUTION LIABILITY:

☒ **Required** ☐ **Not required**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including

transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than **$1,000,000.00**. Annual aggregate limit shall not be less than **$2,000,000.00.**

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:
Combinations of primary and excess/umbrella insurance allowed to meet the required limits of insurance.

ADDITIONAL INSURED:
All liability insurance except for Workers' Compensation, Professional Liability, Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:
Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:
If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous, claims-made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of this Contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:
Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:
All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related documents to Agency's representatives responsible for verification of the coverages required under this Section 4.

EXHIBIT D

1.1 Contractor Reporting and Payment Requirements

Contractor will be required to submit Volume Sales Reports ("VSR), Vendor Collected Administrative Fees (VCAF) and EASi Buy, LLC. Report / Support Fees during the Term of the Price Agreement as provided below.

1.4.1. Volume Sales Reports
Pursuant to the process defined by DAS PS found at: https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx, Contractor shall submit a Volume Sales Report (VSR) to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, Contractor shall submit the VSR on a monthly basis no later than 15 business days from the end of the preceding month, as directed by DAS PS.

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales during the applicable reporting period. When no sales have been recorded for the reporting period, a report must be submitted stating *"No Sales for the Reporting Period".*

1.4.2. Vendor Collected Administrative Fee
Pursuant to the process defined by DAS PS and published at https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx, Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS PS. The VCAF is a charge equal to $0.01 per gallon purchased from Contractor by Authorized Purchasers under the Price Agreement, less any credits, made to Authorized Purchasers during the reporting period.

1.4.3. EASi Buy, LLC. Report / Support Fee
Contractor shall generate and submit to EASiBuy, LLC a monthly sales report detailing total dollars in sales generated by each Authorized Purchaser, and shall pay, directly to EASiBuy, LLC, a monthly Transaction Fee of $0.01 per gallon purchased from Contractor by Authorized Purchasers under the Price Agreement. Contractor represents and warrants that it has entered into and will comply with the EASiBuy, LLC Agreement Terms and Conditions. This is a material representation on which DAS-PS may rely. Contractor's failure to maintain or comply with its agreement with EASiBuy, LLC, including, but not limited to, failing to make reports or payments under such agreement will constitute a default under this Price Agreement.

Marion County
OREGON
FINANCE DEPARTMENT

Contract Review Sheet

Contract #: PO #882888

Person Sending: **Tim Beaver** Department: **Public Works**

Contact Phone #: **503-365-3100** Date Sent: **Wednesday, June 24, 2020**

☑ Contract ☐ Amendment# ___ ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: **Purchase of Bulk Fuel**

Contractor's Name: **Carson Oil Co., dba. CECO, Inc.**

Term - Date From: **Execution** Expires: **Dec 3, 2021**

Contract Total: **$1,350,000.00** Amendment Amount: _____ New Contract Total: _____

Source Selection Method: Cooperative Procurement (attach number) # **SPA #0498**

Additional Considerations (check all that apply)

☐ Board Order# _____
☐ Incoming Funds
☐ Independent Contractor (LECS) approval date: _____
☐ Insurance Waiver (attach)
☐ CIP# _____ (required for all goods /software greater than $5,000)
☐ Feasibility Determination (attach approved form)
☐ Federal Funds (attach sub-recipient / contractor analysis)
☐ Reinstatement (attach written justification)
☐ Retroactive (attach written justification)

Description of Services or Grant Award:

Public works will purchase fuel for all county fleet vehicles. Contract PO is through 12/3/2021.

State Price Agreement 0498 is administered by Oregon DAS and made available for use by Marion County.

FOR FINANCE USE

Date Finance Received: 6/24/20 BOC Planning Date: Date Legal Received: 6/26/20

Comments:

9

REQUIRED APPROVALS:

Finance - Contracts 6/25 Date Risk Manager Date

Legal Counsel 6/26/20 Date Chief Administrative Officer 7/2/20 Date

Date _____ ☐ To be filed ☐ Added to Finance Table

☐ Date _____ Returned to department for signature

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date:	July 8, 2020				
Department:	Public Works	Agenda Planning Date:	July 2, 2020	Time required:	5 min.
☐ Audio/Visual aids					
Contact:	Jason Sykes	Phone:	503-365-3196		

Department Head Signature:

Brian Nicholas

TITLE	Consider approval of contract Purchase Order (PW) #882888 with Carson Oil, Inc. for bulk fuel purchases.
Issue, Description & Background	Public Works purchases fuel for Marion County light duty vehicle fleet and heavy equipment usage. Estimated usage is 350,000 gallons annually. Spending through May 2020 was ~$662,000. Currently we use the State of Oregon price agreement (SPA) #0498.
Financial Impacts:	Estimated at this time is an annual usage of $900,000 for FY 2020-21. The total PO amount is $1,350,000.
Impacts to Department & External Agencies	Fuel is used by vehicles county wide including Sheriff Office, Health, Juvenile as well as Marion County Fire District.
Options for Consideration:	1. Approve PO #882888 and continue to purchase fuel from Carson, Oil, Inc. using SPA #0498. 2. Fill vehicles at third party fuel stations.
Recommendation:	Public Works recommends the Board of Commissioners approve the PO with Carson Oil, Inc. for purchase of fuel through SPA #0498.
List of attachments:	Contract Review Sheet Purchase Order Request Purchase Order #882888 State Price Agreement #0498
Presenter:	Dennis Mansfield

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:	Tim Beaver - tbeaver@co.marion.or.us

MARION COUNTY
FINANCE DEPARTMENT

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Purchase Order		
Purchase Order No	Revision	Page
882888	0	1

Ship To:

Marion County Public Works
5155 Silverton Rd

Salem,OR 97305
United States

Bill To:

Marion County Public Works
5155 Silverton Rd

Salem,OR 97305
United States

CARSON OIL CO INC
PO BOX 6030
PORTLAND, OR 97228 United States

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
	559954	22-JUN-20 J Scales	J Scales
Payment Terms		**Ship Via**	**F.O.B**
Immediate		Best method	Destination
Freight Terms		**Request Or Deliver To**	**Confirm To / Telephone**
Prepaid			()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	Purchase Agreement Effective From: 01-JUL-20 To: 31-DEC-21 Amount Agreed: $1,350,000.00 CONTACT ERIC STEWART 503-588-5036 THIS PURCHASE IS PLACED AGAINST STATE OF OREGON SOLICITATION # AND/OR PRICE AGREEMENT #0498. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S & C'S, EXPRESS OR IMPLIED.					
					Total	$1,350,000.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: Carolyn Schlag
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

PURCHASE ORDER #882888
CARSON OIL, INC.
MARION COUNTY SIGNATURE PAGE

BOARD OF COMMISSIONERS:

Not Present At Meeting

Chair — Date

Commissioner — 7-8-20 — Date

Commissioner — 7.8.2020 — Date

Authorized Signature: Brian Nichols — 6/24/2020
Department Director or designee — Date

Authorized Signature: [signature] — 7/2/20
Chief Administrative Officer — Date

Reviewed by Signature: Jane E Vetto — 6/26/20
Marion County Legal Counsel — Date

Reviewed by Signature: Carolyn Senda — June 25, 2020
Marion County Contracts & Procurement — Date

\\SIL-WINFS2\sys2\group\Administration\Contracts\Fleet\2020\PO - CECO fuel\MC.signpage.BOC.doc

PURCHASE REQUEST

-141 ATTY

Revised: 12/18/2018

For additional forms and guidelines see: Intranet > Finance > Contract Management & Purchasing > Department Links - Adopted Contracting Rules

Requestor will be given a copy of the approved PO to order items/services unless it is an online order.
Online orders will be completed by accounting staff. Confirmations order will be sent to Requestor

SUPPLIER INFORMATION

	Supplier #1:	Supplier #2:	Supplier #3:
	CARSON OIL CO		9418288
Address:	PO BOX 6030		
Co. Rep.:	PORTLAND OR 97228		
Phone #:	503-224-8500		
Fax:			
Email:			882888
Accepts Credit Cards?	No or Yes	No or Yes	No or Yes

Low quote chosen ? No Explanation of why low quote not used: _____ or Yes

QUOTE DESCRIPTION FOR ITEMS, COSTS, AND SHIPPING AS REQUIRED

For quote requirements - see "Solicitation Limits" tab or back of printed page for guidelines

Circle supplier that is chosen for purchase:

Item Description	# of Units	Supplier #1 Cost per Unit	Supplier #1 Total Unit Cost	Supplier #2 Cost per Unit	Supplier #2 Total Unit Cost	Supplier #3 Cost per Unit	Supplier #3 Total Unit Cost
GASOLINE & DIESEL FOR COUNTY VEHICLES		x $ -	= $ 900,000.00	$ -	= $ -	$ -	= $ -
		x $ -	= $ -	$ -	= $ -	$ -	= $ -
		x $ -	= $ -	$ -	= $ -	$ -	= $ -
1/6/20 - 12/3/21		x $ -	= $ -	$ -	= $ -	$ -	= $ -
SPA 0498		x $ -	= $ -	$ -	= $ -	$ -	= $ -
(Attach additional form if more lines are needed)	Shipping		$ -		$ -		$ -
	TOTAL COST		$ 900,000.00	X 1.5	$ YEARS		$ -

STATE PRICE AGREEMENT

Using State Price Agreement for cost? No or Yes

If yes, State Price Agreement number: SPA#0498

FEDERAL FUNDING

Using Federal funding for cost? No or Yes

If yes, CFDA number:

MARION COUNTY BUDGET INFO FOR COSTS

$1,350,000 CONTRACT

Service	Account	Project	Task	Line Total
4210	141000			$ -
				$ -
				$ -
				$ -

PO Total: $ 1,350,000.00

AUTHORIZATION

	Signature	Printed Name	Date
Requested by:	Brian Nichols	Brian Nichols	6/26/20
Authorized by:		Dennis Mansfield	6-17-20

STATE OF OREGON

State of Oregon
Price Agreement No. 0498

With

CECO, Inc.

is issued to provide the following:

Supply and Delivery of Various Types of Fuel in Bulk Quantities

Price Agreement No. 0498 ("Price Agreement") is created as a result of a qualifying and acceptable submission to Solicitation No. DASPS-2274-19 and is between the State of Oregon (the "State"), acting by and through its Department of Administrative Services – Procurement Services ("DAS-PS"), on behalf of all Oregon state agencies, ORCPP members and MCUA holders and CECO, Inc., a State of Oregon Corporation ("Contractor").

Section 1 –Agreement

1.1 Parties

1.1.1 The only parties to this Price Agreement are DAS-PS and Contractor.

1.1.2 AUTHORIZED PURCHASERS may purchase Goods or Services ("Goods or Services"), services ("Services") or related products specified in Exhibit A by issuing ordering instruments creating separate contracts ("Contracts"). The only parties to each of these Contracts are the Authorized Purchaser and Contractor. DAS-PS is an intended beneficiary of each Contract.

1.2 Process

1.2.1 AUTHORIZED PURCHASERS may order Goods or Services during the Term of this Price Agreement using any of the following ordering instruments:

1. DAS-approved Purchase Order form. See Sample as Exhibit B to this agreement.
2. Authorized Purchaser's standard form

3. State P-card of Oregon Transaction System ["SPOTS"] Card

Each ordering instrument must specify, at a minimum, the following details:

1. Price Agreement No. 0498.
2. The specific Goods or Services and quantity of each item ordered.
3. The net price.
4. The requested delivery schedule.
5. The delivery location(s).
6. The invoicing address.
7. Authorized Purchaser's authorized representative and relevant contact information including e-mail address.

1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Price Agreement. Additional, different or conflicting terms and conditions in any ordering instrument or any other form used by an Authorized Purchaser or 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.

1.2.3 Authorized Purchaser(s) who are State of Oregon agencies may issue Purchase Orders for any value under this Price Agreement.

1.2.4 Contractor shall accept ordering instruments from AUTHORIZED PURCHASERS complying with the provisions of this Price Agreement until the termination or expiration of this Price Agreement.

1.2.5 An ordering instrument deemed accepted by Contractor unless Contractor rejects the ordering instrument within two (2) business days after received. Contractor may reject an ordering instrument: i) using the same means used to deliver the ordering instrument, or ii) by e-mail, provided the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.

1.2.6 Accepted ordering instruments establish separate Contracts between AUTHORIZED PURCHASERS and Contractor and include the terms set forth in Sections 2 and 3. When used in Contracts, "Price Agreement" means specifically Price Agreement No. 0498.

1.2.7 DAS-PS is not obligated or liable under any Contract unless DAS-PS is acting as the Authorized Purchaser of the Goods or Services, Services or related products.

1.2.8 Nothing in this Price Agreement obligates DAS-PS or AUTHORIZED PURCHASERS to purchase any Goods, Services or related products at any time during the Term of this Price Agreement.

1.2.9 Contractor shall reject an ordering instrument from any entity not identified as an Authorized Purchaser under this Price Agreement unless an amendment executed prior to the order allowing such entity to purchase materials specifically listed in this Price Agreement.

1.2.10 Contractor shall reject any ordering instrument not meeting the requirements of this Price Agreement.

1.2.11 DAS-PS reserves the right to add fuel types to this Price Agreement as they become available or mandated through new legislation by the State of Oregon. These fuel types may originate through existing producers, new producers or their authorized distribution channel(s).

Examples of fuel types added include, but are not limited to, (i) renewable diesel ("RD") in blends not previously listed, (ii) renewable gasoline ("RG") in forms acceptable to the market or blends not previously available, and (iii) forms of existing fuel types not listed or produced at the time of execution of this Price Agreement.

1.3 Pricing

1.3.1 Except as provided in this Section 1.3, During the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A – Goods

1.3.2 Contractor understands and agrees the prices listed for each District are Not-to-Exceed ("NTE") prices but may negotiate lower prices with an Authorized Purchaser for a specific location within each District. In such cases, the negotiated lower prices only apply to Contracts between Contractor and such Authorized Purchaser.

1.3.3 Contractor shall subtract from prices charged to Authorized Purchasers any unit price decrease achieved or gained by Contractor whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify the DAS-PS Contract Administrator of the amount and effective date of the decrease.

1.3.4 Either party to this Price Agreement may request a price adjustment for some or all of the Goods, subject to the restrictions specified below. Contractor may request unit price increase no more than once in any 12-month period, provided no such requests made prior to July 1, 2020. Contractor must submit a request to the DAS-PS Contract Administrator in writing at least 60 days prior to the proposed effective date of the increase. The request must show all proposed increases by line item and include, at a minimum, support documentation from the U.S. Bureau of Labor Statistics Producer Price Index and/or Consumer Price Index and documented increases in costs to Contractor. Other relevant manufacturer or industry data substantiating the increase is encouraged and accepted for consideration. DAS-PS reserves the right in its sole discretion to determine whether to agree to a price increase. DAS-PS further reserves the right to require additional documentation or independently verify the basis and validity of any proposed price increase utilizing its internal price review and analysis protocols. DAS-PS may accept or reject the requested increase or offer some lesser amount.

In addition, Contractor may request a price adjustment for some or all of the Goods in connection with each extension of the Price Agreement pursuant to Section 1.5. Any such adjustment must have support documentation from the U.S. Bureau of Labor Statistics Producer Price Index and/or Consumer Price Index and documented increases in costs to Contractor. DAS-PS reserves the right in its sole discretion to determine whether to agree to a price increase for an extension period. DAS-PS further reserves the right to require additional documentation or independently verify the basis and validity of any proposed price increase utilizing its internal price review and analysis protocols. DAS-PS may accept or reject the requested increase or offer some lesser amount. In the event DAS-PS offers some compromise amount or rejects the requested price increase, Contractor may elect to agree to the proposed extension period under those conditions or allow the Price Agreement to expire. However, Contractor has no right to receive, or claim for failure to receive, a price increase for any extension period.

Notwithstanding the foregoing, no more than one price increase will be allowed during any twelve-month period within the Term of the Price Agreement or extension period. Accordingly, if

there has been a price adjustment during the 12-month period preceding the commencement of an extension period, any price adjustment agreed to for such extension period shall not take effect until a period of 12 months from the effective date of such prior adjustment has elapsed.

1.4 Contractor Reporting and Payment Requirements

Contractor shall generate and submit to DAS-PS monthly sales reports based on sales generated from Authorized Purchasers. Contractor must pay two separate administrative fees of $ .01/gallon (one ce per gallon) for a total of $ .02/gallon (two cents per gallon). Fees to be included in the delivered price of each gallon. Below is a brief outline of these fees. Additional instructions and information provided in Exhibit D of this Price Agreement.

(1) Volume Sales Report (VSR) / Vendor Collected Administrative Fee (VCAF)

Contractor shall generate and submit to DAS-PS a quarterly Volume Sales Report ("VSR") detailing total dollar in sales generated by each Authorized Purchaser to DAS-PS, along with a Vendor Collected Administrative Fee ("VCAF") paid directly to DAS-PS. The VCAF amount for this Price Agreement is equal to $ 0.01 per gallon sold, as documented in the VSR and paid quarterly.

EASi Buy, LLC. Report / Support Fee

Contractor shall generate and submit to EASiBuy, LLC a monthly sales report detailing total dollars in sales generated by each Authorized Purchaser, along with a Transaction Fee of $0.01 per gallon paid directly to EASiBuy, LLC. Contractor represents and warrants it has entered into and will comply with the Supplier Agreement Terms and Conditions ("EASiBuy Agreement") with EASiBuy, LLC. Contractor's failure to maintain or comply with the EASiBuy Agreement, including, but not limited to, failing to make reports or payments under the agreement constitutes a default under this Price Agreement.

1.5 Term of Agreement; Termination

1.5.1 The initial Term of this Price Agreement begins on the date this Price Agreement has been signed by DAS-PS and Contractor, and all required approvals have been obtained ("Effective Date"), and terminates on the 2nd anniversary of the Effective Date unless sooner terminated or extended as allowed in this Price Agreement. DAS-PS has, in its sole discretion, the option to extend the Term of this Price Agreement for up to four additional two-year extension periods, provided the maximum Term of this Price Agreement shall not exceed ten (10) years. DAS-PS will exercise the option to extend, if at all, by giving Contractor written notice no later than 30 calendar days before the expiration of the then-current term. The initial term, and all extension terms collectively, is considered the "Term" of this Price Agreement.

1.5.2 Upon termination or expiration of this Price Agreement, Contractor shall not accept new ordering instruments.

1.5.3 Termination of this Price Agreement also terminates any outstanding ordering instruments under which an Authorized Purchaser and Contractor agreed to have Contractor deliver specific quantities of Goods or Services on a pre-determined, future date or schedule. The intent is to terminate Blanket Purchase Order(s) or "BPOs", if any exist at time of termination.

1.5.4 Except as provided in Section 1.5.3, termination of this Price Agreement does not terminate any

right or obligation of a party under a Contract or ordering instrument accepted by Contractor before termination of this Price Agreement.

1.5.5 Parties' Right to Terminate for Mutual Consent. This Price Agreement allows termination any time by mutual written consent of DAS-PS and Contractor.

1.5.6 DAS-PS Right to Terminate. DAS-PS may, in its sole discretion, terminate this Price Agreement, in whole or in part, for any reason upon 30 Calendar Days' written notice to Contractor.

1.6 Insurance

Contractor shall obtain and maintain all insurance specified in Exhibit C for the Term of this Price Agreement and through the full performance of all Contracts entered into under this Price Agreement.

1.7 Miscellaneous

1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Price Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

1.7.2 Designation of Forum and Consent to Jurisdiction. A party bringing a legal action or proceeding against the other arising out of or relating to this Price Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

1.7.3 Amendment(s). No amendment of this Price Agreement is valid unless it is in writing and signed by both DAS-PS and Contractor.

1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Price Agreement without first obtaining the written consent of DAS-PS. DAS-PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Price Agreement. This Price Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.

1.7.5 Counterparts. This Price Agreement may be executed in two or more counterparts, each of which is an original, and all of which, together, deemed the same instrument, notwithstanding that the parties are not signatories to the same counterpart.

1.7.6 Force Majeure. Neither DAS-PS nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause not within the control of the party whose performance is interfered with, and which delay or default such party is unable to prevent by the exercise of reasonable diligence. DAS-PS may terminate this Price Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Price Agreement within a time period that is acceptable to DAS-PS.

In the event of any such delay, Contractor's obligations shall be suspended to the extent and duration of the cause of the delay. However, Contractor shall make all reasonable efforts to

eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Price Agreement will be extended to enable Contractor to fulfill its obligations hereunder once such cause has been removed.

1.7.7 Entire Agreement. This Price Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.

1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS at the address or number set forth below in Section 4, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

1.7.9 No Third Party Beneficiaries. DAS-PS and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce its terms. Nothing in this Price Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Price Agreement. This section is not intended to, and shall not, limit the rights and benefits of any Authorized Purchaser under Contracts or other ordering instruments entered into with Contractor pursuant to this Agreement.

1.7.10 Waiver. The failure of DAS-PS to enforce any provision of this Price Agreement or the waiver of any violation or nonperformance of this Price Agreement in one instance does not constitute a waiver by DAS-PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.

1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of the State and the applicable tax laws of any political subdivision of the State. Contractor shall comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State, for the term of this Price Agreement. For the purposes of this subsection, "tax laws" include: (i) all tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; (ii) all tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property (whether tangible or intangible), operations, receipts, or income, or to Contractor's performance of, or compensation for, any work performed by Contractor; (iii) all tax provisions imposed by a political subdivision of the State that applied to Goods or Services provided by Contractor; and (iv) all rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material default

under this Price Agreement. Such default entitles DAS-PS to terminate this Price Agreement and pursue and recover any and all damages arising from the default or termination of the Price Agreement, and to pursue any or all remedies available under this Price Agreement, at law, or in equity, including but not limited to:

- Termination of this Price Agreement, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or Authorized Purchaser's setoffright, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

DAS-PS may recover any, and all, damages suffered as the result of Contractor's default under thi subsection or under any other provision of this Price Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services.

1.7.12 Recycled Products: Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled products where possible. This includes paper, "PETE" and other materials, as definedin ORS 279A.010 [1][gg], [hh] and [ii].

1.7.13 Records Archiving: Contractor shall retain, maintain and keep accessible all records relevant to the this Price Agreement (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following termination of the Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Price Agreement and any Contract, whichever date is later. Financial Records must be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, Contractor shall permit DAS-PS and the State of Oregon and their duly authorized representatives, EASiBuy LLC, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

1.7.14 Performance Evaluations: DAS-PS may conduct evaluations of Contractor's performance during the Term of this Price Agreement. DAS-PS will compile and maintain completed evaluations, which will become a written record of Contractor's performance. DAS-PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Price Agreement termination. DAS-PS may provide copies of any documents in the written record to Contractor and third parties upon request. DAS-PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.

1.7.15 Reporting. This Price Agreement and Contract(s) with AUTHORIZED PURCHASERS who are state agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Price Agreement or a Contract and (ii) exercising a right of setoff against Contractor's compensation under a Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

1.7.16 Pay Equity Compliance: If selected for award, Bidder shall submit to Agency a true and

correct copy of an unexpired Pay Equity Compliance Certificate issued to the Bidder by the Oregon Department of Administrative Services.

For more information on Pay Equity Certification, visit https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx

1.7.17 Survival: All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Price Agreement, including without limitation this Section 1.7.17, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

Section 2 – Standard Terms for Contracts under this Price Agreement

2.1 Contract Documents and Order of Precedence: The Contract consists of the ordering instrument and the provisions in Sections 2 and 3 of the Price Agreement. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.

2.2 Payment: Authorized Purchaser is solely responsible for payment under this Contract. Contractor shall look solely to Authorized Purchaser for payment of all amounts due under this Contract. Subject to Authorized Purchaser's acceptance of Goods or Services, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.

2.3 Overdue Charges: At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).

2.4 Demurrage Compensation: Contractor may apply for Demurrage Compensation if the Authorized Purchaser is responsible for undue delays in Contractor delivering Goods per the Contract requirements. In such cases, both parties will review the matter in good faith. If mutually agreed, Authorized Purchaser shall reimburse Contractor based on an hourly rate billable in less-than hourly increments. The duration of the delay and reimbursement method to be agreed Contractor and Authorized Purchaser on a case-by case basis. The hourly rate used for purposes of Demurrage Compensation shall be $ 85.00. Hourly rate fixed for the initial term of the Price Agreement. Rates may be decreased or increased every two years provided both parties agree.

2.5 Delivery: Delivery is complete when the purchased Goods ares in the Authorized Purchaser's fuel tanks. If Goods are not delivered within the terms and time frame cited in the Contract, substitute comparable products may be purchased by the Authorized Purchaser from another source and the Contractor shall be required to pay any additional costs incurred by the Authorized Purchaser in doing so. Late or non-complying delivery may also result in termination of the Contract by the Authorized Purchaser.

2.6 Ordering Practices: Authorized Purchaser may require Contractor to comply with any of the following Bulk Fuel ordering methods:

a) KEEP FULL: When Authorized Purchaser chooses, Contractor may schedule deliveries at its convenience to ensure that there is always sufficient Bulk Fuel in the Authorized Purchaser's tank or tanks provided the Authorized Purchaser approve scheduled deliveries, in advance, in writing.

b) ROUTINE SINGLE ORDERS: Deliveries during normal, working hours and within three calendar days after receipt of order.

c) EMERGENCY: Deliveries must be within 24 hours after notification of need. Contractor may add a flat rate charge up to $150.00 per delivery to cover additional costs, if applicable. All emergency charges agreed to prior to delivery. Emergency charges must be a separate line item on the invoice.

Contractor shall provide a copy of the loading, meter or similar document certifying actual volume dispensed when delivery is complete.

2.8 SPILLS and SPILL CLEAN UP:

2.8.1 Contractor shall be solely responsible for remediation of the spillage area, and for all costs and damages resulting from such remediation, for all fuel spills that may occur during transit or unloading operations.

2.8.2 Contractor shall be knowledgeable of and shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to fuel delivery and oil pollution prevention.

2.8.3 Contractor shall take all reasonable measures to prevent any spillage typically associated with Contractor's equipment and shall utilize proper equipment to prevent fuel spillage during delivery (such as the use of drip buckets under hose fittings).

2.8.4 Contractor shall follow all posted spill prevention procedures at Authorized Purchaser's fueling sites.

2.8.5 Contractor shall use wheel chocks, other physical barriers, or a warning system to prevent truck departure prior to complete disconnection of flexible or fixed fuel transfer lines.

2.8.6 Contractor shall inspect its vehicles prior to each departure to make a delivery for discharges from the lowermost drain and all outlets of such vehicles and shall remediate the cause of any such discharges prior to departure

2.8.7 Contractor shall immediately report and clean up any spillage, and shall comply with any related requirements under applicable law, including, but not limited to, ORS 466.605 through 466.680. In the event of Contractor's failure to do so, the Authorized Purchaser may take any or all corrective action deemed necessary to restore the impacted area to its original condition, and the Contractor shall be liable for all related costs, including any litigation and mitigation costs incurred to restore the impacted area or to recover such costs.

2.9 Payment Address: Payments by Authorized Purchaser must be sent to the address specified on Contractor's invoice.

2.10 Invoices: Contractor shall invoice Authorized Purchaser only after valid acceptance of Goods or Services has been confirmed in writing by Authorized Purchaser. Invoices must be sent to the address provided by Authorized Purchaser and must include, at a minimum, the following:

a) Price Agreement No.
b) Purchase Order No.
c) Quantity of Goods or Services
d) Unit Price of Goods or Services
e) Total Invoice Value

2.11 Prices: Contractor represents all prices for Goods or Services under this Contract are equal to or better than the prices listed in the Price Agreement.

2.12 Cancellation, Inspections and Acceptance: Authorized Purchaser may cancel an order in whole or in part before the cancelled Goods or Services described in the order are delivered.

Authorized Purchaser has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods or Services. If Authorized Purchaser rejects the Goods or Services, Authorized Purchaser will provide Contractor with written notice of such rejection. Notice of rejection must include itemization of apparent defects, including but not limited to discrepancies between the Goods or Services and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or otherwise nonconforming Goods or Services (including late delivery). If Authorized Purchaser elects to provide Contractor with an opportunity to cure the rejected Goods or Services, notice of rejection must also specify the time period in which such cure must be completed.

Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods or Services at no additional cost within 14 calendar days of Contractor's receipt of notice of rejection or other acceptable timeline, if warranted, and agreed to by both parties.

If Goods or Services are rejected or the acceptance of such Goods or Services is revoked, Contractor shall refund any payments made with regard to the rejected Goods or Services and shall, at Contractor's sole cost and expense, remove the Goods or Services within seven (7) calendar days of Authorized Purchaser's notice of rejection or revocation of acceptance.

Nothing contained in Section 2.12 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection, or revocation of acceptance, of Goods or Services.

2.13 Contractor's Representations and Warranties:

2.13.1 Employee Status: Contractor warrants that it and its personnel are not "officers," "employees," or "agents" of Authorized Purchaser, as those terms are used in ORS 30.265.

2.13.2 Warranty on Materials, Design & Manufacture: Contractor represents and warrants that all Goods supplied are new, unused, of current production models and free from defects in materials, design and manufacture. Contractor further represents and warrants all Goods

are in compliance and meet or exceed all specifications listed in Attachment D.

2.13.3 Warranty on Service Standards: Contractor warrants that all Services shall be performed in a good, workman-like manner in accordance with highest standards prevalent in the industry.

2.13.4 Warranty of Title: Contractor represents and warrants all Goods are free and clear of any liens or encumbrances and that Contractor has full legal title to the Goods. Contractor further warrants no other person or entity has any right, title or interest in the Goods, which is superior to, or infringes upon, the rights granted to the Authorized Purchaser upon acceptance of Goods.

2.13.5 Warranty on Safety and Health Requirements: Contractor represents and warrants that Goods or Services provided under this Contract comply with all applicable federal health and safety standards including, but not limited to, Occupational Safety and Health Administration (OSHA) and all Oregon safety and health requirements, including but not limited to those of the Oregon Consumer and Business Services Department.

2.13.6 Manufacturer Warranty: Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser and provide warranty documents to Authorized Purchaser at time of delivery at no charge.

2.13.7 Warranties Cumulative: The warranties set forth in this Section 2.13 are in addition to, and not in lieu of, any other warranties provided under the Price Agreement or the Contract. All warranties provided are cumulative and intended to afford Authorized Purchaser the broadest warranty protection available.

2.14 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.14.1 Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as adopted or amended from time to time.

2.14.2 STATUTORY TERMS: Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled products where possible. This includes paper, "PETE" and other materials as defined in ORS 279A.010 [1][gg], [hh] and [ii].

2.14.3 NONCOMPLIANT GOODS: In the event of a conflict between the specifications in this Contract and applicable federal or state law, the law prevails. Contractor shall make any modifications required to achieve compliance with applicable law. When Contractor is notified, or becomes aware, of any required modifications, Contractor shall immediately notify DAS-PS and Authorized Purchaser.

2.14.4 RECALLED GOODS, SERVICES OR COMPONENTS: In the event any Goods, Services or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS-PS and Authorized Purchaser of the recall or non-compliance, and

shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

a) Cancel any portion of the ordering instrument.
b) Reject the Goods or Services.
c) Revoke its acceptance of the Goods or Services.
d) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to Authorized Purchaser.
e) Terminate the Contract.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods or Services at its sole cost and expense, and reimburse Authorized Purchaser for any payments made.

2.15 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars ($10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that department with respect to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.16 SAFETY DATA SHEET: Where applicable, Contractor shall provide Authorized Purchaser at time of delivery with a Safety Data Sheet ("SDS") as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Price Agreement, which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and SDS information if available and as requested by Authorized Purchaser.

2.17 TIME IS OF THE ESSENCE: Time is of the essence for performance of Contractor's obligations under this Contract.

2.18 FORCE MAJEURE: Neither Authorized Purchaser nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract within a time frame that is acceptable to Authorized Purchaser.

2.19 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.

2.20 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

2.20.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for Goods or Services and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not

control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

2.20.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.21 INDEMNIFICATION:

2.21.1 Contractor shall defend, save, hold harmless, and indemnify Authorized Purchaser, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Authorized Purchaser, the State of Oregon or any agencies thereof, or the agents, officials oremployees of any of the foregoing, and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees, agents, related to this Contract, (ii) any act or omission by Contractor that constitutes a material default of this Contract, including without limitation any default of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the Goods or Services. Authorized Purchaser or the State of Oregon will promptly notify Contractor in writing of any claim of which Authorized Purchaser or the State becomes aware. Contractor's obligations under this section do not extend to any claim solely caused by (i) the negligent or willful misconduct of Authorized Purchaser, or (ii) Authorized Purchaser's modification of Goods or Services without Contractor's approval and in a manner inconsistent with the purpose and proper usage of such Goods or Services.

2.21.2 The Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State of Oregon or its officers, employees or agents prior to such action or representation. Further, the State of Oregon, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) proposed counsel is not adequately defending or able to defend the interests of the State of Oregon, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State of Oregon are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the State of Oregon in assuming its own defense and that of its officers, employees, or agents under this section.

2.22 DEFAULT:

2.23 +

2.24

2.24.1 BY CONTRACTOR: Contractor is in default under this Contract if:

a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

b) Contractor no longer holds a license or certificate that is required for Contractorto perform Contractor's obligations under this Contract; or

c) Contractor commits any default of any covenant, representation warranty, obligation or certification under this Contract, provided Contractor may cure the default within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the default is curable by Contractor within a time period that is acceptable to Authorized Purchaser.

2.24.2 BY AUTHORIZED PURCHASER: Authorized Purchaser is in default of this Contract if:

a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms ofthis Contract, and Authorized Purchaser fails to cure such failure within twenty (20) business days after delivery of Contractor's notice of nonpayment or such longer period as Contractor may specify in such notice; or

b) Authorized Purchaser commits any default of any covenant, representation, warranty, or obligation under this Contract and such default is not cured within twenty (20) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

2.25 DEFAULT REMEDIES:

2.25.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in default under Section 2.22.1, in addition to the remedies afforded elsewhere in this Contract, Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

a) Termination of the Contract as provided in Section 2.24;

b) Withholding all monies due for invoiced Goods or Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

c) Initiation of an action or proceeding for damages, specific performance,declaratory or injunctive relief; and

d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.

These remedies are cumulative to the extent the remedies are not inconsistent and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively

or in any order whatsoever.

2.25.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in default under Section 2.22.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.24, Contractor's sole remedy is a claim against Authorized Purchaser for the unpaid purchase price for Goods or Services delivered and accepted by Authorized Purchaser, less previous amounts paid and the amount of any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.26 TERMINATION:

2.26.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.26.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate a Contract or other ordering instrument for convenience with thirty (30) calendar days' written notice. Authorized Purchaser may terminate a Contract or other ordering instrument immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods or Services by Authorized Purchaser under the Price Agreement, or Authorized Purchaser's payment for such Goods or Services from the planned funding sources; or (c) Contractor is in default under this Contract under Section 2.22.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.26.3 RIGHTS OF CONTRACTOR: Contractor may terminate a Contract with a minimum twenty (20) calendar-days written notice to Authorized Purchaser, if Authorized Purchaser is in default of the subject Contract as described in Section 2.22.2.

2.27 ACCESS TO RECORDS: Contractor shall retain, maintain and keep accessible all records relevant to the this Contract (the "Records") for a minimum of six (6) years. Longer periods may apply if or such longer if required by law following expiration, termination of Contract or until the conclusion of any audit, controversy or litigation arising out of, or related to, the Contract, whichever date is later. Financial Records must be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, Contractor shall permit DAS-PS, Authorized Purchaser, duly authorized representatives and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.28 NOTICES: Except as otherwise expressly provided in this Contract, any communications between the parties, or notices given under this Contract, are effective only if given in writing by personal delivery, facsimile, email or United States Postal Service, postage prepaid, to the party's authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to given to that authorized representative are as identified in the ordering instrument or

as later indicated by Authorized Purchaser pursuant to this section. For Contractor, the authorized representative and the address or number for notices or communications to given to that authorized representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this section. Any communication or notice via the United States Postal Service deemed given five (5) days after mailing. Any communication or notice by personal delivery deemed given immediately upon such delivery. Any communication or notice by email deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

2.29 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree, other than designation of quantities, types of Goods or Services, destination, dates and scheduled delivery of other performances, any purchase order or acknowledgement document is for the convenience of the parties to initiate or confirm order of Goods or Services under this Contract. No other terms or conditions contained in those documents are of any force, effect or binding upon the parties.

2.30 GOVERNING LAW: This Contract is governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.31 VENUE; CONSENT TO JURISDICTION:

2.31.1 STATE CONTRACT VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts and waives any objection to venue in such courts, and waives any claim that such forums are inconvenient. Nothing herein may be construed as a waiver of the State of Oregon's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.31.2 ORCPP CONTRACT VENUE; CONSENT TO JURISDICTION: Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract order must be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser's option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Purchaser resides. Contractor hereby consents to the in personam jurisdiction of said courts and waives any objection to venue in such courts, and waives any claim that such forums are inconvenient. Nothing herein may be construed as a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.32 SURVIVAL: All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, including without limitation this Section 2.30, and provisions regarding warranties and liabilities independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

2.33 SEVERABILITY: If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

2.34 ASSIGNMENTS, SUBCONTRACTS AND SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written consent of Authorized Purchaser. Further, no such written consent relieves Contractor of any obligations under the Contract, and any assignee, transferee, or delegate will be considered the agent of Contractor. The provisions of this Contract are binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

2.35 MERGER CLAUSE, AMENDMENT and WAIVER: This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.

2.36 CERTIFICATION OF COMPLIANCE WITH TAX LAWS: Contractor has complied with the tax laws of the State and the applicable tax laws of any political subdivision of the State. Contractor shall, for the term of this Contract, comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State. For the purposes of this section, "tax laws" includes: (i) all tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property (whether tangible or intangible), operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of the State that applied to Goods or Services provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 2.29 constitutes a material default under this Contract. Such default entitles Authorized Purchaser to terminate this Contract and pursue and recover any and all damages arising from the default or termination of the Contract, and to pursue any or all remedies available under this Contract, at law, or in equity, including but not limited to:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Authorized Purchaser may recover any, and all, damages suffered as the result

of Contractor's default under this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacemen Goods or Services.

2.37 INTENDED BENEFICIARY. DAS-PS is an intended beneficiary of this Contract. The parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS-PS.

2.38 ASSIGNMENT OF ANTITRUST RIGHTS. Contractor irrevocably assigns to the State of Oregon any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any Goods o Services provided to Contractor for the purpose of carrying out Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Contract to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-1! or ORS 646.725 or ORS 646.730, in connection with any Goods or Services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to Contractor pursuant to this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action.

Section 3 – Special Terms for Contracts under this Price Agreement – Reserved

Section 4 – Contact details and signatures of each party's, duly-authorized representative(s)

4.1 Contractor:

(a) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement and to execute this Price Agreement on behalf of Contractor;
(b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Price Agreement;
(c) Contractor will furnish the Goods or Services in accordance with Contracts under this Price Agreement and
(d) Contractor shall furnish federal identification number or social security number under a separate document.
(e) All Contractor affirmations contained in its Bid related to this Price Agreement are true and correct.
(f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.

Contractor Name CECO, Inc.

Title CFO

Authorized Signature [signature]

Date 1/6/2020

DAS-PS Name Darwin Kumpula

Title Vehicle & Transportation PS Manager

Authorized Signature

Contract Administrator (if other than above)

Name John Starrs

Contact Info. John.Starrs@Oregon.gov
(503)-378-4643

Approved for Legal Sufficiency by:

Mr. Marc Bocci
Assistant Attorney General / Business Transactions
Via email dated December 23rd, 2019

EXHIBIT A – Goods

In addition to below, see separate EXCEL Document Titled: "PA_No._0498_CECO"

FUEL RACK REQUIRED REFERENCES / DESCRIPTIONS

1. OPIS WHOLESALE RACK TABLES:

"City"+ "Current Date" + "10:00 EST"

Table used is under the Heading: "ADDITIONAL CONTRACT SUMMARY"
Price Line used is: "CONT UBD AVG" – Published Price or Published Price used in an Equation

2. EQUATION EXAMPLES:

a. Unleaded Gasoline – E-10:

***OPIS CONTRACT BENCHMARK FILE** / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

Price = Published

b. Unleaded Gasoline – E-15:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

AND

*OPIS CONTRACT BENCHMARK FILE** OPIS GROSS PURE ETHANOL PRICES***

Price = Equation. Sum of (Published E10 x 0.9440) + (Published PURE x .0560)

c. Unleaded Gasoline – E-85:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

AND

OPIS CONTRACT BENCHMARK FILE OPIS GROSS PURE ETHANOL PRICES***

Price = Equation. Sum of (Published E10 x 0.1667) + (Published PURE x .8333)

d. Ultra-Low, Sulfur Diesel [ULSD] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES***

Price = Published under No. 2 column

e. Biodiesel [B5] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES***

Price = Published

f. Biodiesel [B20] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES***

Price = Published

g. Renewable Diesel [RD100 or 99]:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES***

Price = Published

h. Renewable Diesel [RD20/B80]:

Price = Bidder is to offer a final price based on their own calculations ensuring the end-product meets all required specifications. Bidder must be prepared to provide all calculation details if awarded a price agreement for this fuel type.

i. Heating Oil [ULSD] No.1:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES***

Price = Published under No. 1 Column

j. Burner Fuel [Kerosene]:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES***

Price = Published under No. 1 Column

Exhibit B

	DAS-PS Approved Purchase Order **STATE OF OREGON**	PURCHASE ORDER (PO) NO.	PAGE #

Authorized Purchaser's Authorized Representative	Purchase Order Date	Requisition No.

Contractor Name and Address		Authorized Purchaser's Invoicing Address
Contractor FEIN	Price Agreement number	Authorized Purchaser's Authorized Representative Email Address
Deliver to Address		Authorized Purchaser's Authorized Representative Phone and Fax Number
		Delivery Schedule or Delivery Date

Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	

This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation #_____and Price Agreement_____. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.

Agency's Authorized Representative to Make Purchase	Date	

EXHIBIT C – INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this section 4 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than **$1,000,000.00** per occurrence. Annual aggregate limit shall not be less than **$2,000,000.00.**

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **$1,000,000.00** for bodily injury and property damage. Coverage written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability) allowed. Use of personal automobile liability insurance coverage acceptable if evidence the policy includes a business use endorsement.

POLLUTION LIABILITY:

☒ **Required** ☐ **Not required**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including

transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than **$1,000,000.00**. Annual aggregate limit shall not be less than **$2,000,000.00.**

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:
Combinations of primary and excess/umbrella insurance allowed to meet the required limits of insurance.

ADDITIONAL INSURED:
All liability insurance except for Workers' Compensation, Professional Liability, Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:
Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:
If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous, claims-made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of this Contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:
Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:
All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related documents to Agency's representatives responsible for verification of the coverages required under this Section 4.

EXHIBIT D

1.1 Contractor Reporting and Payment Requirements

Contractor will be required to submit Volume Sales Reports ("VSR), Vendor Collected Administrative Fees (VCAF) and EASi Buy, LLC. Report / Support Fees during the Term of the Price Agreement as provided below.

1.4.1. Volume Sales Reports
Pursuant to the process defined by DAS PS found at: https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx, Contractor shall submit a Volume Sales Report (VSR) to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, Contractor shall submit the VSR on a monthly basis no later than 15 business days from the end of the preceding month, as directed by DAS PS.

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales during the applicable reporting period. When no sales have been recorded for the reporting period, a report must be submitted stating "*No Sales for the Reporting Period*".

1.4.2. Vendor Collected Administrative Fee
Pursuant to the process defined by DAS PS and published at https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx, Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS PS. The VCAF is a charge equal to $0.01 per gallon purchased from Contractor by Authorized Purchasers under the Price Agreement, less any credits, made to Authorized Purchasers during the reporting period.

1.4.3. EASi Buy, LLC. Report / Support Fee
Contractor shall generate and submit to EASiBuy, LLC a monthly sales report detailing total dollars in sales generated by each Authorized Purchaser, and shall pay, directly to EASiBuy, LLC, a monthly Transaction Fee of $0.01 per gallon purchased from Contractor by Authorized Purchasers under the Price Agreement. Contractor represents and warrants that it has entered into and will comply with the EASiBuy, LLC Agreement Terms and Conditions. This is a material representation on which DAS-PS may rely. Contractor's failure to maintain or comply with its agreement with EASiBuy, LLC, including, but not limited to, failing to make reports or payments under such agreement will constitute a default under this Price Agreement.

Amendment No. 1 to Price Agreement No. 0498

This is Amendment No. 1 to Price Agreement No. 0498 executed January 6th, 2020 and amended from time to time between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services [DAS-PS] and CECO, Inc. [Contractor]. This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

As allowed per Section 1/Para. 1.2/para. 1.2.11 of the Price Agreement, Amendment 1 adds the below fuel item numbers, types, descriptions, prices, districts and rack locations to the excel document attached to this price agreement titled "PA_0498_Pricing":

ITEM #	Fuel Type	Fuel Description	Price added to OPIS Rack	District	Rack location
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.1800	2B / 2C	Portland
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.2100	4	Portland
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.3650	7	Portland
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.1850	9	Portland
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.2150	10	Portland
7	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.2900	12	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.3850	2B / 2C	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.3550	3	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.4950	4	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.4050	5	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.6800	7	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.5350	8	Portland
17	Renewable Diesel – 99	No-mix RD [R 99]	$ 0.5150	10	Portland
18	Renewable Diesel – 50	Mix: 50/50 R99 & B5	$ 0.3250	10	Portland

Except as expressly amended above, all other terms and conditions of the Price Agreement remain in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date.

CONTRACTOR – CECO, Inc.

By: ~~Matthew Benz~~ Corey McCord
Title: Chief Financial Officer
Date: 1/10/2020
Signature:

STATE OF OREGON, acting by and through DAS-PS

By: Darwin Kumpula
Title: Procurement Manager
Date:
Signature: 16 JAN 2020

Approved pursuant to ORS 291.047

By: Marc Bocci
Assistant Attorney General
Date: January 14, 2020