

**Meeting Date:** 4/29/2014

**Report Type:** Consent

**Report ID:** 2014-00276

**Title:** Cooperative Purchase Agreement: E85 Fuel for Fleet Vehicles

**Location:** Citywide

**Recommendation:** Pass a Motion 1) approving the use of the State of California cooperative purchase agreement with Hunt & Sons, Inc. (Contract No. 1-10-91-02-A) for the purchase of E85 fuel; 2) increasing the amount not to exceed by \$400,000 for a revised total amount not to exceed \$900,000 through June 30, 2014 or until the contract is no longer available for use; and 3) authorizing the City Manager or the City Manager's designee to execute the purchase specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

**Contact:** Iseña Garcia, Program Specialist, (916) 808-1163; Keith Leech, Fleet Manager, (916) 808-5869, Department of General Services

**Presenter:** None

**Department:** General Services

**Division:** Fleet Management Admin

**Dept ID:** 13001311

**Attachments:**

1-Description/Analysis

2-Cooperative Agreement w/ Hunt & Sons

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### **City Attorney Review**

Approved as to Form

Lan Wang

4/15/2014 10:04:29 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Reina Schwartz - 4/11/2014 2:44:24 PM

## Description/Analysis

**Issue Detail:** The Department of General Services (DGS), Fleet Management Division, has ongoing requirements to purchase E85 fuel for City vehicles and equipment.

**Policy Considerations:** The recommendations in this report are in accordance with City Code Section 3.56 regarding the purchase of supplies and the use of cooperative purchase agreements.

**Economic Impacts:** None

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendations in this report involve the purchase of supplies and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

**Sustainability:** The recommended purchase of E85 fuel is consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083) by supporting emissions reductions through the use of alternative fuels.

**Commission/Committee Action:** None

**Rationale for Recommendation:** The DGS, Fleet Management Division, has ongoing requirements to purchase E85 fuel for City vehicles and equipment. On November 15, 2011, City Council adopted Resolution No. 2011-617 approving the use of the State of California cooperative purchase agreement (Contract No. 1-10-91-02-A) with Hunt & Sons, Inc. for the purchase of E85 fuel in an amount not to exceed \$500,000 through December 30, 2013 or until the contract is no longer available for use. The State has extended the contract on a month to month basis while negotiating a new contract. This report recommends increasing the authorization for the purchase of E85 fuel by \$400,000 for a revised total amount not to exceed \$900,000 through the contract expiration date or June 30, 2014, whichever comes first. Fleet Management will return to City Council to renew the spending authority for E85 fuel using the new State cooperative purchase agreement when it is available.

After reviewing the available purchase options, Fleet Management has determined that using the cooperative purchase agreement with the State and Hunt & Sons, Inc. represents the most advantageous purchasing strategy. The contract was competitively bid statewide, and the State receives greater discounts from the vendor, due to a higher purchase volume, than the City would receive if issuing its own bid.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, 2 of 44

protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

**Financial Considerations:** In determining the recommended spending authorization, Fleet Management staff reviewed the expenditure history and considered future needs. E85 fuel usage has increased within the last couple of years due to the acquisition of newer vehicles with flex fuel capabilities and citywide promotion of E85 usage. The recommended purchase of E85 fuel will be made from the DGS FY2013/14 operating budget (Fleet Fund, Fund 6501) and charged to the operating budgets and funds of the using departments. Sufficient funds are available in these budgets to make the recommended purchases through June 30, 2014.

**Local Business Enterprise (LBE):** While cooperative purchasing agreements are created, evaluated, and awarded by other governmental agencies that may or may not have similar local business enterprise programs, Hunt & Sons, Inc. is located in the City of Sacramento and qualifies as a local business enterprise.



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel # 2, Diesel Red dye, and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc. Super District A & B
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signed by,

\_\_\_\_\_  
Brian A. Sims, Contract Administrator

12/20/2010

Date: \_\_\_\_\_

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**1. SCOPE**

The State's contract with Hunt & Sons Inc. (contractor) provides Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85 at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-10-91-02-A. The contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of the above listed fuels for delivery to Super Districts A & B, (SD/AB)

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

**2. CONTRACT USAGE/RULES**

**A. State Departments**

- The use of this contract is mandatory for all State of California departments.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

**B. Local Governmental Agencies**

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

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- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
  - Local governmental agency
  - Contact name
  - Telephone number
  - Mailing address
  - Facsimile number and e-mail address

DGS Billing Code Contacts: [Marilyn.ebert@dgs.ca.gov](mailto:Marilyn.ebert@dgs.ca.gov) or [Wilson.lee@dgs.ca.gov](mailto:Wilson.lee@dgs.ca.gov)

- C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

**3. DGS ADMINISTRATIVE FEES**

**A. State Departments**

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on "Purchasing" under Procurement Division.)

**B. Local Governmental Agencies**

For all local government agency transactions issued against the contract the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

**4. CONTRACT ADMINISTRATION**

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	Hunt & Sons Inc. (Contractor)	DGS/PD (State Contract Administrator)
Contact Name:	Josh Hunt	Brian A. Sims
Telephone:	(916) 383-4868	(916) 375-4452
Facsimile:	(916) 383-1005	(916) 375-4613
Email:	<a href="mailto:jhunt@huntns.com">jhunt@huntns.com</a>	<a href="mailto:Brian.sims@dgs.ca.gov">Brian.sims@dgs.ca.gov</a>
Address:	Hunt & Sons Inc. P O Box 277670 Sacramento, CA 95827	DGS/Procurement Division Attn: Brian A. Sims 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605

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**5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4 (Contract Administration). The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

**6. CONTRACT ITEMS**

All available line items and associated pricing is listed on Attachment A (SD/AB), Contract Pricing and Additional / Special Charges information.

The State will use the Oil Price Information Service (OPIS) to determine Region Base Market Cost (RBMC). There are a total of six (6) Super Districts represented by the RBMC. The Super Districts are identified by the State delivery areas derived by combination of the typical twelve (12) Caltrans Districts. The RBMC for each Super District will be calculated by the following Super Districts, Region Base Market Cost, OPIS identified as Eureka, Sacramento, Fresno, Los Angeles, Barstow, and San Diego. Super District A & B (SD/AB), contractor, Market Base OPIS and Counties are defined as follow:

Super District	Contractor	Caltrans District Combined	Market Base EBS	Market Base OPIS	Counties
A	Hunt & Sons Inc.	1 and 2	West Coast	Humboldt	Del Norte, Humboldt, Lake, Mendocino, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, Trinity
B	Hunt & Sons Inc.	3 and 4	West Coast	Sacramento	Butte, Colusa, El Dorado, Glenn, Nevada, Placer, Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, Sacramento, Sutter, Yolo, Yuba, Sierra

**A. Contract Cost Structure:**

**GASOLINE & DIESEL #2 FUELS:** The contract cost will be based on two factors: Region Base Market Cost (RBMC) and the Differential Cost. The following formula outlines the contract price to be paid by the ordering agency:

$$\text{REGION BASE MARKET COST} + \text{DIFFERENTIAL} = \text{COMPOSITE COST}$$

(Calculated daily by the Contract Administrator using OPIS data) (Provided by the Supplier)

**Note:** For the base cost of the Gasoline the State will use the daily "Time of Delivery" "Rack Average" price quoted in the OPIS for product description OPIS GROSS CARFG ETHANOL (10.0%). For the base cost of

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the Diesel #2 Ultra Low Sulfur the State will use the OPIS Closing Benchmark File \*\* OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES \*\* RACK AVE.

B. Contract Cost Structure:

**DIESEL #2 Red Dye:** The contract cost is based on three (3) factors: Region Base Market Cost (RBMC) the Differential Cost and (\$0.01) per gallon for Red Dye. The following formula outlines the contract price to be paid by the ordering agency:

REGION BASE MARKET COST + DIFFERENTIAL + .01 per gallon = COMPOSITE COST  
(Calculated daily using RBMP for Diesel #2 RD plus .01/gal for RD) (Provided by the Supplier) (Red Dye)

**Note:** For the base cost of the Diesel #2 Red Dye, Ultra Low Sulfur the State will use the OPIS Closing Benchmark File \*\* OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES\*\* Rack AVE plus (.01/gal).

C. Contract Cost Structure:

**Ethanol (E-85)** The contract costs will be based on two factors: Region Base Market Cost (RBMC) and the Differential Cost. The following formula outlines the contract price to be paid by the ordering agency:

REGION BASE MARKET COST + DIFFERENTIAL = COMPOSITE COST  
(Calculated weekly by the Contract Administrator using OPIS data) (Provided by the Supplier)

For the base cost of E-85 Fuel the State will use the weekly price quoted in the OPIS Ethanol & Biodiesel Information Services Publication under the Key Renewable Fuels Regional Averages section for product description E-85 West.

If the OPIS publication is modified, the State reserves the right to re-establish the base price calculation method or cancel all or part of the contract without prejudice against any party to the contract.

7. **PUBLICATION POSTING:**

The Department of General Services, Procurement Division tracks and monitors fuel changes. Procurement Division will prepare fuel charge documents and e-mail to the contractors, daily of REGION BASE MARKET COST for all fuels.

Procurement Division shall additionally email all end users of the contract the consolidated weekly base prices each Monday or the first working day of the week. The weekly email shall include the daily price changes. The contractor shall forward a copy of the Procurement Division weekly posting to all delivery locations that have been invoiced for payment to substantiate the accuracy of the base pricing on the invoice. To request the weekly base posting information, complete Attachment B, Request for Fuel Rate Information and return/send email:

[Brian.sims@dgs.ca.gov](mailto:Brian.sims@dgs.ca.gov) or [Wilson.lee@dgs.c.gov](mailto:Wilson.lee@dgs.c.gov)

8. **SPECIFICATIONS**

All products offered must conform to the attached State of California Bid Specifications entitled: Gasoline #9102-1058, dated 12/30/09; Diesel #2 and Diesel #2 RD, Type- 2D # 9102-1059 dated 01/06/10 and E-85 #9102-1060 dated 01/11/10.

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9. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

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C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)  
Attn: Data Entry Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 2-212  
West Sacramento, CA 95605-2811

10. **ORDERING PROCEDURE**

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail	Facsimile	Email
Hunt & Sons Inc. P O Box 277670 Sacramento, CA 95827	(916) 383-1005	<a href="mailto:jhunt@huntnsnsons.com">jhunt@huntnsnsons.com</a>

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

11. **MINIMUM ORDER**

Minimum delivery quantity shall be 60% percent of tank capacity. Request for delivery shall state which tank(s) are to be filled at each location. Deliveries for less than the minimum order quantity shall be considered non-contract requirements or, by mutual agreement between the contractor and the ordering location may be delivered at the contract price plus a "PREMIUM" of not more than ten (10) cents per gallon.

Deliveries for less than the minimum order quantity required for TANK TESTING will be considered non-contract and will not be purchased against any contract resulting from this bid.

12. **ORDER RECEIPT CONFIRMATION**

The Contractor will provide ordering agencies with an order receipt confirmation, via e-mail or facsimile, within 48 hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering Agency Name

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- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Anticipated Delivery Date

13. **DELIVERY SCHEDULES**

a. Locations

Delivery shall be made to the specified locations listed in Attachment C (SD/AB). All deliveries made in a tank wagon must be metered.

Deliveries are to be made to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

To add/delete/change delivery location(s):

To add/delete/change delivery location(s) please submit an Attachment D, "Delivery Location Addition Request Form" and submit it directly to the State's Contract Administrator.

b. Schedule

Delivery of ordered product shall be completed in full within three (3) working days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

c. Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

14. **EMERGENCY/EXPEDITED ORDERS/ADDITIONAL CHARGES:**

a. Urgent Delivery

Contractor shall make urgent deliveries during regular working hours for minimum delivery requirements within one (1) working day ARO at NO ADDITIONAL COST to the State or local agencies. Urgent deliveries are not anticipated to occur often and should be kept to a minimum by the Ordering

b. Emergency Deliveries

Deliveries requested outside the regular working hours of 8:00 a.m. to 5:00 p.m. and State observed holiday's days shall be considered an emergency. Orders may be placed by telephone, followed by a purchase order (Std. 65) sent to the contractor by facsimile or US mail. Emergency delivery invoice

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must accompany the fuel invoice for payment of the emergency delivery fee. The emergency delivery charge shall not exceed \$120.00 per delivery.

c. Demurrage Charge

During normal delivery hours of 8:00 a.m. to 5:00 p.m. the Contractor's truck upon arrival shall be admitted to the delivery site without delay. If the Contractor attempts to deliver fuel to a delivery site and the Contractor's truck is detained at the delivery site for reasons such as locked gates, unavailable receiving personnel, etc. caused by the ordering agency the Contractor shall be entitled to Demurrage fee. Demurrage time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). Demurrage time invoice must accompany the fuel invoice for payment of the demurrage fee. The demurrage fee shall not exceed \$2.50 per minute and not to exceed \$150.00 per delivery.

d. Trip Charge

During normal delivery hours of 8:00 a.m. to 5:00 p.m. the Contractor's truck upon arrival shall be admitted to the delivery site without delay. If the Contractor attempts to deliver fuel to a delivery site and is not admitted to the delivery site for reasons beyond the Contractor's control caused by the ordering agency the Contractor shall be paid a trip charge fee. Trip charge time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). A trip charge fee invoice must accompany the fuel invoice for payment of trip charge fee. The trip charge shall not exceed \$250.00 per delivery.

e. Standing Time

The State shall be entitled to standing time for the purposes of unloading of not more than one hour at no charge. A charge of \$1.00 per minute shall be assessed for standing time in which the carrier's equipment is detained through no fault of the carrier, in excess of the one no charge hour. Charged time shall be supported with the appropriate documents. For payment to be processed the standing time billing must accompany, on a separate invoice, the fuel billing. Start time shall begin when the carrier is ready to hook-up to the fuel tank. Each time shall conclude when carrier disconnects or is finished loading fuel into the tank.

f. Premium for Less Than Minimum Delivery

Minimum delivery quantity shall be seventy percent (70%) of tank capacity for below ground tanks and sixty percent (60 %) of tank capacity for above ground tanks. Deliveries for less than the minimum order quantity shall be delivered at the contract price plus a "PREMIUM" of not more than ten cents (\$0.10) per gallon. Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against any contract resulting from this solicitation.

g. Late Delivery

The parties to this agreement acknowledge that the ordering agency shall incur actual damages should the supplier fail to deliver the Bulk Gasoline Diesel #2, Diesel #2 RD and E-85 Fuel as specified in the contract delivery requirements. Late Delivery charges must be supported by appropriate documentation (delivery logs, contact names, est.). It is agreed that the supplier will pay the Ordering Agency twenty-five (\$0.25) cents per gallon per order for late delivery of Bulk Gasoline, Diesel #2, and Diesel #2 RD and E-85 Fuel and the Ordering Agency will make an adjustment to be reflected on the invoice. Normal delivery working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except State observed holidays.

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h. Winterization

Winterization shall be available for purchase from the contractor during the winter months starting October 1, 2010, throughout April 30, 2013. The purchase is available for life of the contract, including any contract extensions. The purchase of winterization shall be added to Diesel #2 and Diesel #2 RD authorized only by State of California Departments and participating local agencies, at a cost of five cents (\$0.05) per gallon.

**15. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

**16. SHIPPED ORDERS**

All shipments must comply with General Provisions (rev 06/08/2010); Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:  
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

**17. INVOICING**

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

Contractor's name, address and telephone number  
Leveraged Procurement Number (Contract Number)  
Agency Order Number (Purchase Order Number)  
Item and commodity code number  
Quantity purchased  
Contract price and extension  
State sales and/or use tax  
Prompt payment discounts/cash discounts, if applicable  
Totals for each order

County of purchase

These taxes shall be listed separately on invoices and shall not be a component of the differential price. Any and all Charges, Levies and or Fees not listed above shall be listed a component of the differential price.

All Differential prices quoted shall be: Exempt from:

Federal Excise Tax. State of California will furnish applicable exemption certificate upon request from supplier.

Exclusive of:

State Sales Tax, Local Sales Tax,  
California Motor Vehicle Fuel Tax,  
Leaking Underground Storage Tank  
Tax, Oil Spill Liability Trust Fund Tax.

**18. PAYMENT**

Terms

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Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later. Contractor offers ½% Cash Discount for payment within 20 days. See requirement date of the General Provisions Paragraph 30.

**Payee Data Record**

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

**19. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the contractor is listed below. State departments can verify that permits are currently valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit
Hunt & Sons Inc.	SRYKH28662196

**20. RECYCLED CONTENT**

There is no recycled content for this contract.

**21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

**22. ATTACHMENTS**

- Attachment A – Contract Pricing and Additional/Special Charges (SD/AB)
- Attachment B – Request for Fuel Rate Posting Information
- Attachment C – Delivery Location Information (SD/AB)
- Attachment D – Delivery Addition Location Request Form
- Attachment - Bid Specifications



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**CONTRACT USER INSTRUCTIONS**  
MANDATORY  
Supplement 1

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 <a href="mailto:Brian.sims@dgs.ca.gov">Brian.sims@dgs.ca.gov</a>

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signed by,

\_\_\_\_\_  
Brian A. Sims, Contract Administrator

12/29/2010

Date: \_\_\_\_\_

**Contract Mandatory 1-10-91-02-A  
Contract User Instructions**

**December 30, 2010**

**Supplement 1**

Contract number 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85 are hereby modified to reflect the following changes:

A. Attachment A, Contract Pricing and Additional Special Charges, for Super District B:

1. Delete in its entirety and replace with the attached, Attachment A, for Super District B, Rev 12/29/2010.

All other terms and conditions remain the same.

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Contract User Instructions

Attachment A Rev 12/29/2010

**Contract Pricing and  
Additional/Special Charges**

**Super District - B Counties Include**

**Butte, Colusa, El Dorado, Glenn, Nevada, Placer, Alameda Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, Sacramento, Sutter, Yolo, Yuba, Sierra.**

Contract Line Item Number (CLIN)	Description	Unit of Measure	Differential
B101	Ethanol E85	per gallon	\$ 0.1025
B102	Diesel #2	per gallon	\$ 0.1125
B103	Diesel #2 (Red Dyed)	per gallon	\$ 0.1125
B104	Gasoline, Unleaded (87 Octane)	per gallon	\$ 0.1025

**ADDITIONAL/SPECIAL CHARGES**

Contract Line Item Number (CLIN)	Description	Unit of Measure	Contract Unit Price
B005	Urgent Delivery	per delivery	No Charge
B006	Emergency Delivery	per delivery	\$120.00
B007	Demurrage charge (not to exceed \$150 per delivery)	per minute	\$2.50
B008	Trip Charge	per delivery	\$250.00
B009	Standing Time (charge begins after 1 free hour)	per minute	\$1.00
B010	Premium for Less Than Minimum Delivery	per gallon,	\$0.10
B011	Late Delivery Fees (Charged to Contractor)	per gallon,	\$0.25
B012	Winterization	per gallon	\$0.05



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement # 2**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signed by,

\_\_\_\_\_  
Brian A. Sims, Contract Administrator

04/20/2011

Date: \_\_\_\_\_

**Mandatory Contract Number 1-10-91-02-A  
Contract User Instructions**

**April 20, 2011**

**Supplement 2**

Contract number 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, are hereby modified to reflect the following changes:

- A. The addition of the California Oil Spill Prevention Fee of .00119 is to be included on this contract.
- B. The California Oil Spill Prevention Fee shall be all inclusive with the following taxes:
  - Federal Leaking Underground storage Tank Tax, (LUST) .00100
  - Federal Oil Spill Liability Tax (SUPERFUND) .00120
  - The above listed taxes are retroactive to the start of this contract 12/24/2010.

All other terms and conditions remain the same.



Department of General Services  
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707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

Supplement #3

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red Dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc,
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signed by,  
**Brian A. Sims, Contract Administrator**

Date: July 7, 2011

Contract Mandatory Contract number 1-10-91-02-A  
Contract User Instructions

July 7, 2011

Supplement #3

Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red Dye and Ethanol E-85, with Hunt & Sons Inc., is hereby modified to reflect the following changes:

- A. For Auditing Purposes. The California Oil Spill Prevention Fee increase does not affect previously paid invoices.
- Effective 12/24/2010; the California Oil Spill Prevention Fee shall include the following taxes:
- The Federal Oil Spill Liability Tax (SUPERFUND) is increased from \$0.0012/gallon to: \$0.0019/gallon
  - Federal Leaking Underground Storage Tank Tax, (LUST) is \$0.00100/gallon
- B. Effective July 1, 2011 the following changes in taxes will become active:
- State excise tax on diesel will decrease from \$0.18 to \$0.13.
  - Base sales tax rate will decrease from 8.25% to 7.25%
  - Clear Diesel fuel will now have a tax rate of 9.12% plus applicable district tax.
  - Red Dyed Diesel is at a tax rate of 7.25% plus applicable district tax.
  - State excise tax on gasoline will increase from \$0.353 to \$0.357.
- C. On September 27, 2006, the Global Warming Solutions act of 2006 was signed into law. Assembly Bill 32 (AB 32) Cost of Implementation Fee Regulation (CIFR) was finalized and became effective on July 17, 2010. The first CIFR for 2008 was invoiced in April 2011. The second invoiced CIFR for 2009 is expected to be thirty (30) days after the budget is passed and then annually. Effective June 2011, the additional CIFR that will be added to purchases of Gasoline and Diesel fuels is as follows:
- > Gasoline 0.146205 cents / gallon
  - > Diesel 0.170316 cents / gallon

All other terms and conditions remain the same



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West Sacramento, CA 95605-2811

State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement #4**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

\_\_\_\_\_  
*Original Signed by,* \_\_\_\_\_  
**Brian A. Sims, Contract Administrator**

Date: 11/04/11

Contract Mandatory <Contact number 1-10-91-02-B  
Contract User Instructions

November 4, 2011

Supplement # 4

Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Sons Inc, is hereby modified to reflect the following changes:

- The following California Highway Patrol location, has replaced their 12,000 gallon underground tank with a 12,000 gallon Above Ground Storage Tank (AGST).

California Highway Patrol

Oakland Area 370

3601 Telegraph Avenue

Oakland, CA 94609

All other terms and conditions remain the same.



Department of General Services  
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State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement #5**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

***Original Signed by,*** \_\_\_\_\_  
**Brian A. Sims, Contract Administrator**

Date: 12/01/2011

Contract Mandatory <Contact number 1-10-91-02-A  
Contract User Instructions

December 1, 2011

Supplement # 5

**Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Son Inc., is hereby modified to reflect the following changes:**

1. As of November 7, 2011, the California Air Resources Board (ARB) has established a second fee to cover its administrative costs associated with the implementation of Assembly Bill 32 (AB 32). ARB will annually invoice importers of California gasoline and California diesel for the AB 32 Cost of Implementation Fee Regulation and this fee is passed to you through your suppliers
  - a. In April 2011, ARB sent invoices for fiscal year 2010-11. These invoices were for fuel distributed in calendar year 2008.
    - The fuel fee rate for gasoline was \$0.00146205 per gallon and for diesel was \$0.00170316.
2. **Note:** these invoices were sent late, in April 2011, because of a late state budget and the need to resolve reports issues. The normal time for invoicing should be around August or September in future years. It is our understanding the oil companies started passing this fee through to their customers around July 2011.
  - a. In September 2011, ARB sent invoices for fiscal year 2011-12 and these invoices were for fuel distributed in calendar year 2009.
    - The fuel fee rate for gasoline was \$0.0014535 per gallon and for diesel was \$0.0016932.

**All other terms and conditions remain the same.**



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement #6**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

*Original Signed by,*  
**Brian A. Sims, Contract Administrator**

Date: 01-05-2012

**Mandatory Contact number 1-10-91-02-A  
Contract User Instructions**

**January 5, 2011**

**Supplement # 6**

**Contract number 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Sons Inc., is hereby modified to reflect the following changes:**

1. As of January 1<sup>st</sup> 2012 the Federal Ethanol Blender's Credit has expired. Therefore this Fee will be added to all Ethanol Fuel Blended invoices.
  - A. Until further notice, a new line item will be added and invoiced for the following blended ethanol fuels:
    - E-10 Unleaded gasoline will increase to \$0.045 per gallon and,
    - Ethanol E-85 will increase to \$0.3825 per gallon.
2. As of January 1<sup>st</sup> 2012 the Board of Equalization has announced that there will be an increase to the CA Oil Spill Prevention Fee.
  - The new rate will be \$0.001548 per gallon

**All other terms and conditions remain the same.**



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**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement #7**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

**Brian A. Sims, Contract Administrator**

*July 11, 2012*  
Date: \_\_\_\_\_

**Mandatory - Contact number 1-10-91-02-A  
Contract User Instructions**

**July 11, 2011**

**Supplement # 7**

**Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Son Inc., is hereby modified to reflect the following changes:**

- 1. Effective July 1, 2012, revised tax rates for motor vehicles and diesel fuels has been announced by the State of California.**
  - a) Gasoline (and gasohol) fuel tax rate will increase to \$0.36 per gallon (from \$0.357).**
  - b) Diesel (and biodiesel) fuel tax rate will decrease to \$0.10 per gallon (from \$0.13).**
  - c) Diesel sales tax has increased to 9.42% (from 9.12%).**

**All other terms and conditions remain the same.**



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West Sacramento, CA 95605-2811

State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement #8**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signed by, \_\_\_\_\_  
**Brian A. Sims, Contract Administrator**

Date: 12/12/2012

Contract Mandatory <Contact number 1-10-91-02-A  
Contract User Instructions

**December 12, 2012**

**Supplement # 8**

Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Son Inc., is hereby modified to reflect the following changes:

1. The California Air Resources Board (CARB) has updated their annual AB 32 fee. The AB 32 funding is approved in the State budget and is also based on the amount of emissions covered by the program
  - The first invoices were sent in March 2011 to cover Fiscal Year 2010-11 revenue requirements and were based on calendar year 2008 emissions (e.g. gasoline and diesel deliveries).
  - The second year's invoices were sent in September 2011 for Fiscal Year 2011-12 and were based on calendar year 2009 emissions.
  - The third was sent in September 2012 for Fiscal Year 2012-13 and based on 2010 emissions.
2. CARB was delayed in sending out invoices the first year of the program. Now that the program is up and running it is expected that the annual update and invoicing process to occur around September of each year.
  - a) The fuel fee rates for each year were as follows:
    - Fiscal Year 2010-11  
Diesel \$0.00170316 per gallon  
Gasoline \$0.00146205 per gallon
    - Fiscal Year 2011-12  
Diesel \$0.0016932 per gallon  
Gasoline \$0.0014535 per gallon
    - Fiscal Year 2012-13  
Diesel \$0.0017928 per gallon  
Gasoline \$0.001539 per gallon

All other terms and conditions remain the same



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**CONTRACT USER INSTRUCTIONS**  
\*\*\*\*MANDATORY\*\*\*\*

**Supplement #9**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

**Brian A. Sims, Contract Administrator**

Date: 04/18/2013

Contract Mandatory <Contact number 1-10-91-02-A  
Contract User Instructions

April 18, 2013

Supplement # 9

Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Son Inc., is hereby modified to reflect the following changes:

Effective at the start of this statewide contract December 24, 2010, the Contract Cost Structure for Diesel #2 Red Dye is as follows:

1. The contract cost is based on three (3) factors:

- Region Base Market Cost (RBMC)
- The Differential Cost and
- (\$.01) per gallon for Red Dye

2. The following formula outlines the contract price to be paid by the ordering agency.

REGION BASE MARKET COST + DIFFERENTIAL + .01 per gallon = COMPOSITE COST  
(Calculated by the Contract Administrator using OPIS data) (Provided by the Supplier) (Red Dye)

**Note:** For the base cost of the Diesel #2 Red Dye, Ultra Low Sulfur the State will use the OPIS Closing Benchmark File\*\* OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES\*\* Rack AVE plus (01/gal).

**All other terms and conditions remain the same.**

Contract Line Item Number (CLIN)	Description	UNSPSC Code (Version: 1)	Manufacturer Part Number (OEM #)	Manufacturer (OEM)	SKU # / Item #	Unit of Measure	Quantity in Unit of Measure	Contract Price
A101	Ethanol E85	15101511	E85	Commercial Alcohols, Inc.	E85	Gallon	1	\$0.1475
A102	Diesel #2	15101505	001847	ConocoPhillips	001847	Gallon	1	\$0.1575
A103	Diesel #2 (Red Dye)	15101505	001847	ConocoPhillips	001847	Gallon	1	\$0.1675
A104	Gasoline, Unleaded (87 Octane)	15101506	724060	ConocoPhillips	724060	Gallon	1	\$0.1475
A005	Urgent Delivery	78121603	001847	ConocoPhillips	001847	Delivery	1	\$0.0000
A006	Emergency Delivery	78121603	001847	ConocoPhillips	001847	Delivery	1	\$120.0000
A007	Demurrage charge (not to exceed \$150 per delivery)	78121601	001847	ConocoPhillips	001847	Minute	1	\$2.5000
A008	Trip Charge	78121603	001847	ConocoPhillips	001847	Delivery	1	\$250.0000
A009	Standing Time (charge begins after 1 free hour)	78121603	001847	ConocoPhillips	001847	Minute	1	\$1.0000
A010	Premium for Less Than Minimum Delivery	78121603	001847	ConocoPhillips	001847	Gallon	1	\$0.1000
A011	Late Delivery Fees (Charged to Contractor)	78121603	001847	ConocoPhillips	001847	Gallon	1	\$0.2500
A012	Winterization	15111702	001847	ConocoPhillips	001847	Gallon	1	\$0.0500
B101	Ethanol E85	15101511	E85	Commercial Alcohols, Inc.	E85	Gallon	1	\$0.1025
B102	Diesel #2	15101505	001847	ConocoPhillips	001847	Gallon	1	\$0.1125
B103	Diesel #2 (Red Dye)	15101505	001847	ConocoPhillips	001847	Gallon	1	\$0.1225
B104	Gasoline, Unleaded (87 Octane)	15101506	724060	ConocoPhillips	724060	Gallon	1	\$0.1025
B005	Urgent Delivery	78121603	001847	ConocoPhillips	001847	Delivery	1	\$0.0000
B006	Emergency Delivery	78121603	001847	ConocoPhillips	001847	Delivery	1	\$120.0000
B007	Demurrage charge (not to exceed \$150 per delivery)	78121601	001847	ConocoPhillips	001847	Minute	1	\$2.5000
B008	Trip Charge	78121603	001847	ConocoPhillips	001847	Delivery	1	\$250.0000
B009	Standing Time (charge begins after 1 free hour)	78121603	001847	ConocoPhillips	001847	Minute	1	\$1.0000
B010	Premium for Less Than Minimum Delivery	78121603	001847	ConocoPhillips	001847	Gallon	1	\$0.1000
B011	Late Delivery Fees (Charged to Contractor)	78121603	001847	ConocoPhillips	001847	Gallon	1	\$0.2500
B012	Winterization	15111702	001847	ConocoPhillips	001847	Gallon	1	\$0.0500



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement #10**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 12/23/2013
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

*Original Signed by,*

Brian A. Sims, Contract Administrator

Date: June 26, 2013

**Contract Mandatory <Contact number 1-10-91-02-A  
Contract User Instructions**

**June 26, 2013**

**Supplement # 10**

Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Son Inc., is hereby modified to reflect the following changes:

1. Effective July 1, 2013, through June 30, 2014, revised tax rates for motor vehicle gasoline and diesel fuel have been announced by the State of California, Board of Equalization.
  - a) Gasoline excise tax rate \$0.395 (0.395) per gallon.
  - b) Diesel sales tax rate \$0.28 (0.28) per gallon.

All other terms and conditions remain the same.



Department of General Services  
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West Sacramento, CA 95605-2811

State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement #11**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 01/20/2014
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signed by, Brian A. Sims, Contract Administrator Date: 11/07/2013

**Contract Mandatory Contact number 1-10-91-02-A  
Contract User Instructions**

**November 07, 2013**

**Supplement # 11**

Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Son Inc., is hereby modified to reflect the following changes:

- Contract Number 1-10-91-02-A is hereby extended through January 20, 2014.

All other terms and conditions remain the same.



Department of General Services  
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West Sacramento, CA 95605-2811

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**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement #12**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 03/20/2014
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signed by, \_\_\_\_\_ Date: 01/17/2014  
**Brian A. Sims, Contract Administrator**

**Contract Mandatory Contact number 1-10-91-02-A  
Contract User Instructions**

**January 17, 2014**

**Supplement # 12**

Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Son Inc., is hereby modified to reflect the following changes:

- Contract Number 1-10-91-02-A is hereby extended through March 20, 2014.

All other terms and conditions remain the same.



Department of General Services  
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**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement #13**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 04/17/2014
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

*Original Signed by,*

\_\_\_\_\_  
**Brian A. Sims, Contract Administrator**

*Date:* 03/03/2014

**Contract Mandatory Contact number 1-10-91-02-A  
Contract User Instructions**

**March 3, 2014**

**Supplement # 13**

Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Son Inc., is hereby modified to reflect the following changes:

- Contract Number 1-10-91-02-A is hereby extended through April 17, 2014.

All other terms and conditions remain the same.



Department of General Services  
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State of California  
**CONTRACT USER INSTRUCTIONS**

\*\*\*\*MANDATORY\*\*\*\*

**Supplement #14**

CONTRACT NUMBER:	1-10-91-02-A
DESCRIPTION:	Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85
CONTRACTOR(S):	Hunt & Sons Inc.
CONTRACT TERM:	12/24/2010 through 04/30/2014
STATE CONTRACT ADMINISTRATOR:	Brian A. Sims (916) 375-4452 Brian.sims@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signed by, \_\_\_\_\_ Date: 03/18/2014  
**Brian A. Sims, Contract Administrator**

**Contract Mandatory Contact number 1-10-91-02-A  
Contract User Instructions**

**March 18, 2014**

**Supplement # 14**

Contract No. 1-10-91-02-A, for Bulk Gasoline, Diesel #2, Diesel Red dye and Ethanol E-85, with Hunt & Son Inc., is hereby modified to reflect the following changes:

- Contract Number 1-10-91-02-A is hereby extended through April 30, 2014.

All other terms and conditions remain the same.