

State of Washington Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	PURCHASE AGREEMENT	
Oil Price Information Service, LLC (OPIS) 2099 Gaither Road, 5th Floor Rockville, MD 20850-4089	Purchase Agreement No.:	K6463
	Effective Date:	March 1, 2020

PURCHASE AGREEMENT

This Purchase Agreement (“Purchase Agreement”) is made and entered into by and between the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Oil Price Information Service, LLC (OPIS), a Maryland Limited Liability Company (“Contractor”) and is dated effective as of March 1, 2020.

RECITALS

- A.** The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval.
- B.** This is a sole source Contract to support Enterprise Services’ existing master contracts reliant on the fuel pricing data provided by the Contractor. Contractor is instrumental in maintaining the initial architecture of several Enterprise Services’ master contracts operated by Enterprise Services for itself and its customer agencies.
- C.** Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1. **SCOPE AND PRICE.** Enterprise Services covenants to purchase subscription services from Contractor as set forth in Attachment A “Subscription Order Form” attached to this Purchase Agreement. Subject to mutual agreement between Enterprise Services and Contractor.
2. **PURCHASE AGREEMENT CONTACTS.** The primary contact individuals for this Purchase Agreement are as follows (or their named successors):

Contractor	Primary Enterprise Services Contact
Oil Price Information Service, LLC (OPIS) 2099 Gaither Road, 5th Floor Rockville, MD 20850-4089	Department of Enterprise Services 1500 Jefferson Street SE Olympia, WA 98501
Attn: Lauren Williams Tel: (832) 679-7233 Email: Lauren.williams@ihsmarkit.com	Attn: Breann Aggers Tel: (360) 407- 9416 Email: DESContractsTeamCedar@des.wa.gov

3. **INVOICING & PAYMENT.** Contractor shall annually submit a properly itemized invoice to the Enterprise Services' contact set forth herein. Such invoices shall itemize the following:
 - a. Purchase Agreement No. K6463
 - b. Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - c. Contractor's Federal Tax Identification Number
 - d. Date(s) of delivery
 - e. Invoice amount; and
 - f. Payment terms, including any available prompt payment discounts.

Invoices will not be processed for payment until receipt of a complete invoice as specified herein. Invoices generated from this Purchase Agreement for any costs agreed to herein shall not be deemed received until arrival at the contact's address or email specified herein.

4. **INTEGRATED AGREEMENT; MODIFICATION.** This Purchase Agreement constitutes the entire agreement and understanding of Contractor and Enterprise Services with respect to the subject matter and supersedes all prior negotiations and representations. This Purchase Agreement may not be modified except in writing signed by the Parties.
5. **AUTHORITY.** Each party to this Purchase Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Purchase Agreement and that its execution, delivery, and performance of this Purchase Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. **ELECTRONIC SIGNATURES.** A signed copy of this Purchase Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Purchase Agreement or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Purchase Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Purchase Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**OIL PRICE INFORMATION SERVICE
(OPIS),
A LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: Breann Aggers
 Title: Contracts Specialist
 Date: _____

SUBSCRIPTION ORDER FORM

Thank you for your subscription to Oil Price Information Service (OPIS).
To proceed please return a copy of the executed Order Form by email to Renee Loll at
rloll@opisnet.com.

THIS SUBSCRIPTION ORDER FORM is entered into on the day of March 1, 2020 ("Effective Date") and is between Oil Price Information Service, LLC, having its principal place of business at 2099 Gaither Road, 5th floor, Rockville, MD 20850-4089, an IHS Markit company ("OPIS" or "IHS"), and Enterprise Services, having its principal place of office at PO Box 41460, Olympia, Washington 98504-1460 United States ("Client") ("Order Form").

Client agrees that Client will be billed on a monthly cycle and the invoices include any applicable U.S. sales tax. OPIS grants Client a Client License and Client acknowledges that license access is for a single Authorized User (unless specified otherwise in this Order Form), and that notwithstanding anything contrary in the IHS T&C, Client may not distribute OPIS information internally or externally without prior written consent from OPIS.

The initial term of this Order Form is for March 1, 2020 to January 31, 2021 ("Initial Term"). Upon expiration of the Initial Term, this Order Form will only renew for a subsequent one-year term with the written approval of both Parties. OPIS reserves the right to adjust the rate if additional services, and/or users are added during the Initial Term. OPIS reserves the right to modify the Fees after the Initial Term by providing at least 30 days prior written notice to the Client; provided such change will occur no more than once in any 12 month period.

Client is granted a license to use the Product(s) listed below subject to the IHS Markit standard Data Terms and Conditions for Subscriptions ("IHS T&Cs") in force from time to time and located at <https://www.ihs.com/legal/licensing-tc.html>. Any special terms and conditions applicable to the Product(s) shall be attached as an Annexure to this Order Form. This Order Form together with the IHS T&Cs is collectively referred to as "Agreement."

Client requested a license to the following OPIS Products:

OPIS Wholesale Rack Refined Products Report

Daily closing report delivery via email for two (2) users, containing gross standard and gross terminal gasoline and diesel rack prices for Seattle, WA; Tacoma, WA; Anacortes, WA; Pasco, WA; Spokane, WA and Portland, OR.

Cost: \$1,040.00 per month

OPIS Biodiesel Wholesale Rack Report

Daily closing report delivery via email for two (2) users, containing gross standard biodiesel rack prices for Tacoma, WA; Pasco, WA; Seattle, WA; Spokane, WA and Portland, OR.

Cost: \$190.00 per month

OPIS Propane Contract Prices

Daily PM report delivery containing propane prices for the following terminal: Vancouver, WA. Includes the OPIS high, low, and average. Product will be delivered via email for two (2) users.

Cost: \$180.12 per month

Special Terms and Conditions

Solely for purposes of the Products licensed under this Order Form, the following Special Terms and Conditions will apply.

1. Section 5 of the IHS T&Cs is deleted in its entirety and replaced with the following:

"5. [Reserved.]"

2. Section 6.2 of the IHS T&Cs is deleted and replaced with the following:

"6.2 The maximum liability of IHS, its third party providers, and/or the Client to the other Party for all claims under this Agreement, in warranty, contract, tort, or otherwise, will not exceed: in the case of Products, the amount of Fees paid by Client in the prior 12 months for the defective Products that are the subject of the claim."

3. Section 7.5 of the IHS T&Cs is deleted and replaced with the following:

"7.5 Effect of Term or Termination. Unless otherwise provided in the Agreement, and except for Client's obligations with respect to record retention pursuant to State of Washington

statutes, Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Except for Client’s obligations with respect to record retention pursuant to State of Washington statutes, Client represents and warrants that upon any expiration or termination of this Agreement or an Order Form, as applicable, Client immediately will: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (z) upon request from IHS provide written certification to IHS that Client has complied with this paragraph.”

4. Section 10.2 of the IHS T&Cs is deleted and replaced with the following:

“**10.2 Publicity.** Any publicity concerning a Party will require the other Party’s prior written consent.

Client Information

Account # 154524

Name: Breann Aggers

Telephone: (360) 407-9416

Email: breann.aggers@des.wa.gov

Billing Address

Shipping Address

Accounts Payable
Enterprise Services
PO Box 41460
Olympia, WA 98504-1460
United States

Breann Aggers
1500 Jefferson St.
Olympia, WA 98501-2355
United States

Products will be delivered to: descontractsteamcedar@des.wa.gov

Invoice(s) will be delivered to: desaccountspayable@des.wa.gov

If Client is tax exempt, please include tax exemption certificate with signed Subscription Order Form.

IN WITNESS WHEREOF, the Parties duly authorized representatives have executed this Order Form as of the Effective Date.

By: _____

Print Name: _____

Title: _____

Date: _____