

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/19/2019

Contract/Lease Control #: C20-2898-FLT

Procurement#: 74-19

Contract/Lease Type: CONTRACT

Award To/Lessee: MACRO COMPANIES, INC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/17/2019

Expiration Date: 12/16/2022 W/2 1 YR RENEWALS

Description of EMERGENCY FUEL SERVICES

Department: FLT

Department Monitor: BRANDIN

Monitor's Telephone #: 850-689-5777

Monitor's FAX # or E-mail: TBRANDIN@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dwight Andrus Insurance 500 Dover Blvd. Ste. 110 Lafayette, LA 70503	CONTACT NAME:	
	PHONE (A/C, No, Ext): (337) 981-7300	FAX (A/C, No): (337) 984-2166
	E-MAIL ADDRESS: customerservice@andrus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Macro Companies, Inc. See 2nd Page for Named Insured 101 Millstone Rd. Broussard, LA 70518	INSURER A : XL Specialty Insurance Co.	37885
	INSURER B : XL Specialty/XL Ins America	37885
	INSURER C : Louisiana Workers' Comp. Corp.	22350
	INSURER D : Indian Harbor Insurance Co.	36940
	INSURER E : AGCS Marine Ins Co	22837
	INSURER F :	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GEC0020156-15	3/2/2021	3/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Broadened Pol Inc <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AEC002015415/AEC002015515	3/2/2021	3/2/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	UEC0034240-10	3/2/2021	3/2/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	129593-D	3/2/2021	3/2/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tank Pollution			PEC0028648-11	3/2/2021	3/2/2022	**See attached \$ 10,000,000
E	Equipment Floater			MXI930798242372 (REN OF)	3/2/2021	3/2/2022	See 2nd Page-Details \$ 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HIRED CAR PHYSICAL DAMAGE Policy #AEC0045447-06 Effective 03/02/21 - 03/02/22, Indian Harbor Insurance: Limit \$220,000; \$100 Comp Ded / \$1,000 Coll Ded. Includes trailers per auto definition on policy.
--Motor Carrier Endorsement, form CA 23 30 10 13, includes: Schedule of Trailer Interchange Coverage: \$60,000 Limit of Insurance, Comp ACV deductible for each covered trailer, Collision \$1,000 Deductible for each covered trailer

MOTOR TRUCK CARGO Policy #UM00070974MA20A, Effective 11/09/2020-11/09/2021, XL Specialty Insurance Company - NAIC#37885
one vehicle; \$2,500 deductible per any one vehicle
--Loading and Unloading Covered

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	CANCELLA SHOULD AN THE EXPIR ACCORDAN	CONTRACT#: C20-2898-FLT MACRO COMPANIES, INC. EMERGENCY FUEL SERVICES EXPIRES: 12/16/2022 W/2 1 YR RENEWALS
	AUTHORIZED REPRESENTATIVE 	



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight W. Andrus Insurance, Inc.		NAMED INSURED Macro Companies, Inc. See 2nd Page for Named Insured 101 Millstone Rd. Broussard, LA 70518	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Addendum to Certificate of Insurance

Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

GL Endorsements:

- Commercial General Liability Coverage Form, CG 00 01 04 13, Includes:
 - Contractual Liability: Assumed in a contract or agreement that is an "insured contract"
 - Third Party Action Over - (Silent)
 - Cross Liability - (Silent)
- Additional Insured - Designated Person or Organization - Any person or organization where required by written contract provided that such contract was executed prior to the date of loss, per Form CG 20 26 04 13
- Additional Insured - Designated Person or Organization - This Endorsement applies to any person or organization that you are required in a written oilfield contract, which is on file with company, and entered into by the following named insureds: Macro, Inc., Macro Oil Company, Macro Environmental Specialties, LLC, Macro Environmental Specialties dba Young Oilfield Services, to include as an additional insured, per form CG 20 26 11 85
- Additional Insured - Lessor of Leased Equipment - Automatic Status When Required In Lease Agreement With You, per form CG 20 34 04 13
- Additional Insured - Owners, Lessees or Contractors - Competed Operations: Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement, Per Form CG 20 37 04 13
- Additional Insured - Owners, Lessees or Contractors - Competed Operations: The Endorsement Applies to any person or organization that you are required in a written oilfield contract, which is on file with company, and entered into by the following named insureds: Macro, Inc., Macro Oil Company, Macro Environmental Specialties, LLC, Macro Environmental Specialties dba Young Oilfield Services, to include as an additional insured, per form CG 20 37 10 01
- Additional Insured - Owners, Lessees or Contractors - Completed Operations: Any Person or Organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement, per form CG 20 37 07 04
- Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization: Any Person or Organization where required by written contract provided that such contract was executed prior to the date of loss, per form CG 20 10 04 13
- Waiver of Transfer of Rights of Recovery Against Other to Us: Any Person or Organization where Required by written contract or agreement executed prior to the date of the loss (as permissible by law), per form CG 24 04 05 09
- Designated Construction Project(s) General Aggregate Limit: Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate general aggregate limit; provided that, the contract is signed and executed prior to any loss which coverage is sought, per form CG 25 03 05 09
- Cancellation Notification to Others Endorsement: 30 days advanced notice of cancellation, Any person or organization that you are required in a written contract or written agreement to include as, per form IXI 405 0910
- Primary Insurance Clause Endorsement: It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract, per form XIL 424 0605
- CG 24 26 04 13 - Amendment of Insured Contract Definition - is hereby deleted with respects to the oilfield contracts, on file with company, and entered into by the following named insured's: Macro, Inc., Macro Oil Company, Inc., Macro Environmental Specialties, LLC, Macro Environmental Specialties, LLC dba Young Oilfield Services, Per form MANUS

Workers Compensation (129593) Endorsements:

- Waiver of Our Right to Recover from Others Endorsement: Blanket Waiver, per form WC 00 03 13
- Alternate Employer Endorsement: Blanket, Per Form WC 00 03 01A

Okaloosa County BOCC

MAR 03 2020

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 7419 Tracking Number: 3714-20
Procurement/Contractor/Lessee Name: Macro Companies Grant Funded: YES NO
Purpose: Emergency Fuel Services
Date/Term: 3 yrs w/ 2 yr renewals 1. GREATER THAN \$100,000
Amount: as needed by item 2. GREATER THAN \$50,000
Department: FLT 3. \$50,000 OR LESS
Dept. Monitor Name: Brandin

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 11-21-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: see email attached FEMA possible
Date: 11-22-19
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached
Date: 11-26-19
Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached
Date: 11-25-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
Finance Manager or designee Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Tuesday, November 26, 2019 9:36 AM
To: DeRita Mason
Subject: RE: Macro Companies Draft Contract-74-19

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com

Risk Management has moved
Please note new Address



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, November 21, 2019 7:51 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Macro Companies Draft Contract-74-19

Please review and approve.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, November 25, 2019 9:46 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: Macro Companies Draft Contract-74-19

I'm ok with the Contractor's proposed additional language. This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, November 21, 2019 8:51 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Macro Companies Draft Contract-74-19

Please review and approve.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Danielle Garcia
Sent: Friday, November 22, 2019 1:50 PM
To: DeRita Mason
Subject: RE: Macro Companies Draft Contract-74-19

This is approved for grant procurement purposes.

Note: Please fix "Exhibit C" in the attached "Exhibit A"

Regards,
Danielle Garcia
850-689-5960 x 6971

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, November 21, 2019 7:52 AM
To: Danielle Garcia <dgarcia@myokaloosa.com>
Subject: FW: Macro Companies Draft Contract-74-19

Danielle,

Please review the attached contract.
It could possibly use FEMA funds if need during a disaster.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."



Board of County Commissioners Purchasing Department

State of Florida

Date: November 15, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP FLT 74-19

Emergency Fuel Services

Okaloosa County would like to thank all businesses which submitted responses to Emergency Fuel Services. (RFP FLT 74-19)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Macro Companies Incorporated
101 Millstone Rd.
Broussard, LA 70518

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

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[Login.gov FAQs](#)

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 12/14/2019, from 8:00 AM to 3:00 PM

Search Results

Quick Search Results

Total records: 1

[Save PDF](#) [Export Results](#) [Print](#)

Result Page: 1

Sort by: **Relevance** Order by: **Descending**

Your search returned the following results...

Entity	MACRO COMPANIES, INC.	Status: Active
DUNS: 034302497	CAGE Code: 46PX6	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 03/14/2020	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Result Page: 1

[Save PDF](#) [Export Results](#) [Print](#)



18M-P-2019-110-5507
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Detail by Entity Name

Foreign Profit Corporation
MACRO COMPANIES, INC.

Filing Information

Document Number	F06000004099
FEI/EIN Number	72-0400021
Date Filed	06/12/2006
State	DE
Status	ACTIVE
Last Event	NAME CHANGE
AMENDMENT	
Event Date Filed	11/04/2014
Event Effective Date	NONE

Principal Address

101 MILLSTONE RD.
BROUSSARD, LA 70518

Mailing Address

P.O. BOX 1257
BROUSSARD, LA 70518

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., SUITE 4
TALLAHASSEE, FL 32301

Name Changed: 06/06/2016

Address Changed: 06/06/2016

Officer/Director Detail

Name & Address

Title Secretary, Treasurer

MCELLIGOTT, WILLIAM H.
109 OAK ALLEY
LAFAYETTE, LA 70508

Title President

MCELLIGOTT, RICHARD G.
 304 ENGLEWOOD DR.
 LAFAYETTE, LA 70503

Title VP

McElligott, John E, Jr.
 101 MILLSTONE RD.
 BROUSSARD, LA 70518

Annual Reports

Report Year	Filed Date
2017	01/24/2017
2018	01/19/2018
2019	03/22/2019

Document Images

03/22/2019 -- ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
01/24/2017 -- ANNUAL REPORT	View image in PDF format
06/06/2016 -- Reg. Agent Change	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
11/04/2014 -- Name Change	View image in PDF format
01/17/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
01/11/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/13/2010 -- ANNUAL REPORT	View image in PDF format
03/26/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
06/12/2006 -- Foreign Profit	View image in PDF format



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight W. Andrus Insurance, Inc.		NAMED INSURED Macro Companies, Inc. See 2nd Page for Named Insured 101 Millstone Rd. Broussard, LA 70518	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Named Insured List:

Macro Companies, Inc., Macro, Inc., Macro, Inc. dba Macro Transportation, Macro Companies, Inc. dba Macro Companies of Delaware, Inc., Macro Environmental Specialties, LLC, MC-3, LLC, MC4, LLC, MC6, LLC, Fleet Management Services of Utah, LLC, Macro Companies, Inc. dba Truck and Trailer Center, Macro Companies, Inc. dba Emergency Fuel Management, Macro Environmental Specialties dba Young Oilfield Services, Macro Oil Management, LLC, Macro Management, LLC; Macro Construction Services, LLC is only a Named Insured on Auto, Workers Compensation, and Auto Excess

Other States Workers Compensation Policy #MWC30255505 Includes GA, FL, SC & NC Effective 04/17/19-03/02/20 Old Republic Insurance Company - Limits \$1,000,000/1,000,000/1,000,000

Contractor's Pollution Policy (Claims-Made) #PEC0049870-02 03/02/19-03/02/20 Indian Harbor Insurance Co. Limits: \$10,000,000 Each Pollution Condition/ \$10,000,000 Aggregate

Pollution Policy Includes:

- Subrogation: the Company waives its right(s) of recovery against any person or organization if and to the extent the NAMED INSURED has agreed to waive its right(s) of recovery against such person or organization in a written contract signed by the Named Insured prior to the first commencement of a pollution condition out of which the claim or request for emergency remediation expense arises under Section I. Insuring Agreements., form CPLcmCP 0713
- Blanket Additional Insured Endorsement - Vicarious Liability - Job Site, Transportation and Non-Owned Disposal Site, form CPLcm207g 1012
- Transportation Coverage Deletion: Section I. Insuring Agreements. Coverage D - Transportation, is deleted in its entirety, form CPL 146A 0509
- Auto Includes Broadened Pollution Coverage via form CA 99 48 10 13 -- See below Auto Section

Excess- Policy #AEC9244966-07 Effective 03/02/19 - 03/02/20 Zurich American Insurance Co.- Liability Limit \$10,000,000. XS of \$10,000,000. XL policy - Follow Form

*(Umbrella policy #UEC003424008 & Excess Policy #AEC9244966-07 do NOT provide Excess over Contractors Pollution Liability policy #PEC0049870)

Auto (AEC002015413, AEC002015513, AEC0045447-04) Endorsements:

- ADDITIONAL INSURED - Where Required by Written Contract executed prior to loss, per form XIC 414 1013
- Automatic ADDITIONAL INSURED - is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured: Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary, per form XIC 411 1013
- Primary and NonContributory - Other Insurance Condition, form CA 04 49 11 16
- Cancellation Notification to Others Endorsement: 30 Days advanced notice of cancellation: Any person(s) or entity(ies) requiring by written contract that the Named Insured provide advanced written notice of cancellation, per form IXI 405 0910
- Waiver of Transfer of Right of Recovery Against Other to Us (Waiver of Subrogation): Where Required by Written Contract or Agreement executed prior to loss (except where not permitted by law), Per form CA 04 44 10 13
- Pollution Liability - Broadened Coverage for Covered Autos - Business Auto and Motor Carrier Coverage Forms, per form CA 99 48 10 13
- Wrong Delivery of Liquid Products, Form #CA 23 05 10 13

Auto (AEC002015413 & AEC002015513) Endorsements:

- Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980, per form MCS-90 01/05/2017

AGCS - #MXI930798240998 03/02/19-03/02/20:

Transportation Floater - \$600,000 Limit of Insurance - \$5,000. Deductible (vehicles in transit in, on or towed by any vehicle which you own, lease or operate), 100% Coinsurance

- Transportation Floater Combination Endorsement, TF 4515 01 10, Includes:



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight W. Andrus Insurance, Inc.		NAMED INSURED Macro Companies, Inc. See 2nd Page for Named Insured 101 Millstone Rd. Broussard, LA 70518	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

--Loading and Unloading Endorsement & Specified Perils Endorsement

Specified Perils Endorsement: Clause A.3. Covered Causes of Loss is amended to: Covered Causes of Loss means risks of direct physical loss or damage to Covered Property from an external cause caused by one or more of the below perils: A. Fire, lightning; B. Windstorm; C. Flood; D. Collision, upset or overturn of the transporting conveyance; E. Theft

GL Endorsements:

•Commercial General Liability Coverage Form,CG 00 01 04 13, Includes:

--Contractual Liability: Assumed in a contract or agreement that is an "insured contract"

--Third Party Action Over - (Silent)

--Cross Liability - (Silent)

•Additional Insured - Designated Person or Organization - Any person or organization where required by written contract provided that such contract was executed prior to the date of loss, per Form CG 20 26 04 13

•Additional Insured - Designated Person or Organization - This Endorsement applies to any person or organization that you are required in a written oilfield contract, which is on file with company, and entered into by the following named insureds: Macro, Inc., Macro Oil Company, Macro Environmental Specialties, LLC, Macro Environmental Specialties dba Young Oilfield Services, to include as an additional insured, per form CG 20 26 11 85

•Additional Insured - Lessor of Leased Equipment - Automatic Status When Required In Lease Agreement With You, per form CG 20 34 04 13

•Additional Insured - Owners, Lessees or Contractors - Completed Operations: Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement, Per Form CG 20 37 04 13

•Additional Insured - Owners, Lessees or Contractors - Completed Operations: The Endorsement Applies to any person or organization that you are required in a written oilfield contract, which is on file with company, and entered into by the following named insureds: Macro, Inc., Macro Oil Company, Macro Environmental Specialties, LLC, Macro Environmental Specialties dba Young Oilfield Services, to include as an additional insured, per form CG 20 37 10 01

•Additional Insured - Owners, Lessees or Contractors - Completed Operations: Any Person or Organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement, per form CG 20 37 07 04

•Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization: Any Person or Organization where required by written contract provided that such contract was executed prior to the date of loss, per form CG 20 10 04 13

•Waiver of Transfer of Rights of Recovery Against Other to Us: Any Person or Organization where Required by written contract or agreement executed prior to the date of the loss (as permissible by law), per form CG 24 04 05 09

•Designated Construction Project(s) General Aggregate Limit: Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate general aggregate limit; provided that, the contract is signed and executed prior to any loss which coverage is sought, per form CG 25 03 05 09

•Cancellation Notification to Others Endorsement: 30 days advanced notice of cancellation, Any person or organization that you are required in a written contract or written agreement to include as, per form IXI 405 0910

•Primary Insurance Clause Endorsement: It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract, per form XIL 424 0605

•CG 24 26 04 13 - Amendment of Insured Contract Definition - is hereby deleted with respects to the oilfield contracts, on file with company, and entered into by the following named insured's: Macro, Inc., Macro Oil Company, Inc., Macro Environmental Specialties, LLC, Macro Environmental Specialties, LLC dba Young Oilfield Services, Per form MANUS

Workers Compensation (129593) Endorsements:

•Waiver of Our Right to Recover from Others Endorsement: Blanket Waiver, per form WC 00 03 13

•Alternate Employer Endorsement: Blanket, Per Form WC 00 03 01A

•Outer Continental Shelf Lands Act Coverage Endorsement, per form WC 00 01 09C

•Longshore and Harbor Workers' Compensation Act Coverage Endorsement, Per Form WC 00 01 06A

•Notice of Cancellation Endorsement: 30 days, per form LWCC 7A



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight W. Andrus Insurance, Inc.		NAMED INSURED Macro Companies, Inc. See 2nd Page for Named Insured 101 Millstone Rd. Broussard, LA 70518	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation (TSF-0001161404) Endorsements:

- Texas Waiver of Our Right to Recover from Others Endorsement: Blanket Waiver, per form WC 42 03 04 B
- Texas Notice of Material Change Endorsement: 30 days advance notice: per list on file, per form WC 42 06 01
- Alternate Employer Endorsement, WC 00 03 01

Umbrella/Excess Policy Notable Endorsements/Terms:

- Schedule of Underlying Insurance - Commercial Excess Follow Form and Umbrella Liability Policy per form XCU 300 0811
- Endorsement for Motor Carrier Policies of Insurance for Public Liability Under 29 and 30 of the Motor Carrier Act of 1980 per form MCS-90 01/05/2017

Addendum to Certificate of Insurance

Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

Actual Policy Forms & Endorsements Are Available Upon Request For Review

CONTRACT
For RFP FLT 74-19
Emergency Fuel Services

This Contract executed and entered into this 17 day of DEC, 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Macro Companies Inc. (hereinafter the "Contractor"), a Foreign Profit Company, whose principal address is 101 Millstone Rd., Broussard, LA 70518, states as follows:

WITNESSETH:

WHEREAS, the County through an Invitation to Bids has solicited for **Emergency Fuel Services**; and

WHEREAS, after due review of all bids, Macro Companies, Inc. has been selected for the **Emergency Fuel Services**; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this contract as stated in Exhibit "B" attached hereto; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **RFP FLT 74-19, Emergency Fuel Services** date of opening October 15th, 2019 at 3:00 P.M. and any addendums thereto.
2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Work

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A"

III. Invoice Requirements

The Contractor will be paid in accordance with Exhibit "A" attached hereto.

IV. Duration of Contract and Termination of the Contract

The Contract will be effective once all parties have signed and will continue through for three (3) years. The contract may be renewed for an additional two (2) one (1) year terms upon mutual agreement of all parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specifications to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

V. Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VI. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

VII. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

VIII. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

Tony Brandin, Fleet Operations Division Manager
2798 Goodwin Ave.
Crestview, FL 32539
Phone: 850-423-4881
Email: tbrandin@myokaloosa.com

The authorized representative for Macro Companies, Inc. shall be:

Richard McElligott, President/CEO
101 Millstone Rd.
Broussard, LA 70518
Phone: 337-839-5000
Email: clydeg@macrocompanies.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

IX. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

X. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

**RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT
DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536
PHONE: (850) 689-5977 riskinfo@myokaloosa.com.**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

XI. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

XII. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

XIII. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements

or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XIV. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XV. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XVI. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XVII. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XVIII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of Macro Companies, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Macro Companies, Inc. obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XVI. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

In the event that Contractor-owned (Macro-owned) assets are not available due to emergency conditions Contractor will provide suitable subcontractors to perform until Contractor-owned assets are available. All subcontractors shall meet the requirements of Contractor.

XX. Insurance

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an

excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily

Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)

- | | | |
|----|--|--|
| 3. | Commercial General Liability | \$1,000,000 each occurrence
for Bodily Injury & Property
Damage
\$1,000,000 each occurrence
Products and completed
operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |
| 5. | Environmental Impairment Liability (to include
handling, transportation & disposal) | \$5,000,000 each claim |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification

shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

XXI. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

XXII. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XXIII. Federal Regulations

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

MACRO COMPANIES, INC.

OKALOOSA COUNTY, FLORIDA

Richard McElligott / President/CEO
Printed Name/Title

Charles K. Windes, Jr., Chairman


Signature

Date: ____ / ____ / ____

12/03/19
Date:

ATTEST:

J.D. Peacock II, Clerk



REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

<u>RFP TITLE:</u> Emergency Fuel Services	<u>RFP NUMBER:</u> RFP FLT 74-19
ISSUE DATE:	September 23, 2019 8:00 A.M. CT
PRE-PROPOSAL MEETING:	October 3, 2019 9:00 A.M. CT
LAST DAY FOR QUESTIONS:	October 7, 2019 3:00 P.M. CT
RFP OPENING DATE & TIME:	October 15, 2019 3:00 P.M. CT

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits interested parties to submit a proposal for the above referenced Emergency Fuel Services. All terms, specifications and conditions set forth in this RFP must be incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Macro Companies Incorporated
MAILING ADDRESS 101 Millstone Rd.
CITY, STATE, ZIP Broussard, LA 70518
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 72-0400021
TELEPHONE NUMBER: 337-839-5000 EXT: _____ FAX: 337-839-5006
EMAIL: ClydeG@MacroCompanies.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE  TYPED OR PRINTED NAME Richard McElligott

TITLE: President/CEO DATE 10/08/2019

NOTICE TO RESPONDENTS
RFP FLT 74-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CT) October 15, 2019**, for **Emergency Fuel Services**.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages including product cut sheets, excluding the required forms.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

A pre-bid conference is scheduled for 9:00 a.m. (CST), October 3, 2019. The conference will be held at the Okaloosa County Public Works Department, 1759 S. Ferdon Blvd, Crestview, FL 32536.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 p.m. (CT) October 15, 2019** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**Emergency Fuel Services**". Failure to clearly mark the outside of the envelope as set forth herein may result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:

Emergency Fuel Services
RFP FLT 74-19
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536



Jeffrey Hyde
Purchasing Manager

09/18/19

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

SECTION A: PROGRAM OUTLINE

PROPOSAL #: RFP FLT 74-19

PROPOSAL ITEM: Emergency Fuel Services

PURPOSE: The purpose of this RFP is to seek qualified contractor(s) to provide Emergency Fuel Services. The terms “contractor,” “vendor,” “respondent,” and “supplier” are used interchangeably to refer to the successful respondent who is awarded a resulting contract.

Okaloosa County is seeking proposals from qualified vendors to provide emergency fueling for multiple bulk fuel sites and emergency generator back-up systems managed and maintained by the Fleet Department at various county-owned buildings. The Vendor shall provide fuel (diesel and gasoline) for emergency, response and recovery related activities for Okaloosa County Fleet Department as outline in the specifications and requirements herein.

All services performed under this contract shall be conducted in accordance with all applicable Federal and State laws, and environmental regulations. The services will begin upon contract award.

The product/services required under this RFP are vital to the operation of the County and are required during emergency situations such as hurricanes and other catastrophes, whether man made or natural. The respondent(s) awarded this contract must be available at any time during those periods. **Please provide emergency contact information as part of your bid sheet.** Failure to deliver product within the required time and the agreed-upon price during regular or emergency operations may result in one or more of the following:

- The County may obtain fuel from another source until regular schedule can be maintained by respondent.
- Respondent may be charged, if applicable, the difference between the price paid to another source and contract price.

The County currently has a contract for normal fuel needs. During emergency situations, the County desires to have a contract that will provide adequate assurance that the County would receive priority allocation of fuel. It is the intent of the County to have sufficient quantities of fuel at designated bulk fuel locations to fulfill their assigned missions. In addition, the County would need to be able to dispense fuel into vehicles and potentially portable tanks to fill generators as needed. The County would like to also determine if there are other potential ways that would provide greater assurance of adequate supplies and/or transportation of fuel under emergency conditions.

Respondents must include a plan detailing the priority of service that will be designated to Okaloosa County in the event of a disaster. This should include the level of commitment that can be expected from the supplier and their supply chain to support rapid restoration of services after a natural disaster.

The County maintains three (3) bulk fueling sites and a large capacity generator site listed below:

**BULK FUEL SITES
TANK LOCATIONS AND CAPACITIES:**

County Yard 279 Goodwin Ave Crestview, Florida 32539

Two (2) 10,000 gallons AST Diesel tanks equipped with transfer pump

Two (2) 10,000 gallons AST Gasoline tanks equipped with transfer pump

County Yard 84 Ready Ave Ft Walton Beach, Florida 32548

One (1) 12,000 gallons AST Diesel tanks equipped with transfer pump

One (1) 12,000 gallons AST Gasoline tank equipped with transfer pump

Northwest Florida Regional Airport State Road 85 Eglin AFB, FL 32542

Two (2) 25,000 gallons AST Gasoline tanks equipped with transfer pump

911/Emergency Operations Center 90 College Blvd East Niceville, FL 32578

One (1) 5,000 gallons Diesel Fill tank and any other equipment that may be necessary.

DESIGNATED EMERGENCY SHELTERS

The County provides emergency services (shelters and emergency assistance) during times of natural disaster. Respondents must include a plan to address mobile fueling needs such as Emergency Shelters, Sewer Lift Stations and Water Well generators.

Proposals must include fuel cost, and other cost associated with service. By submission of a proposal, the successful vendor agrees to the following:

1. It is the sole responsibility of the awarded Supplier to maintain all required licenses and permits as required by the Federal Government, State of Florida, and Local Government entities necessary to fulfill this contract agreement. Any associated fees shall be the responsibility of the Supplier.
2. All requests for fuel ordered under this contract will be purchased on an as needed/as requested basis by Okaloosa County.
3. Supplier shall be regularly engaged in the business of providing the products described herein. A minimum of 5 years' experience is required.

4. Supplier shall provide a minimum of three (3) customer references, for which Supplier has provided similar product and/or services as described herein that will qualify Supplier to perform this contract. Okaloosa County reserves the right to contact the references provided. The reference information shall include: company names, addresses, contact name, telephone numbers, type of product(s) provided and service dates from first to last delivery.
5. Supplier shall employ qualified personnel/drivers that understand and exercise applicable safety standards.
6. Supplier shall be capable of delivering and pumping fuel into above ground and directly into generator storage tanks.
7. It is Okaloosa County's intent to provide our facilities and/or locations with the most cost effective fuel available meeting the specification requirements described herein. Therefore, suppliers are allowed to bid branded or unbranded fuel, or both. We expect to receive quality products, on-time deliveries and favorable pricing.
8. All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Florida, The National Electric Code, and The National Fire Protection Association Standards, and any other applicable requirements.
9. Supplier shall use reasonable care to avoid damage or contamination of existing buildings, equipment, asphalt, soil or vegetation, at any of our delivery sites. If the contractor causes damage or contamination, he shall replace the damaged items or repair the damage at no expense to the County and to the satisfaction of the County.
10. Contractor shall be responsible for cleaning up the area where the work was performed and Contractor shall remove any debris generated during the service delivery. At no time will Contractor discard chemicals, parts, equipment, or debris into any Okaloosa County refuse container.
11. Contractor shall coordinate with the Fleet Department Supervisors or designated representative to clearly mark all work areas that might reasonably be expected to endanger the health and safety of the citizens of Okaloosa County. Contractor will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
12. Delivery/Shipment must be FOB (Freight on Board) Destination. The term FOB Destination shall mean delivered and un-loaded on-site at the Okaloosa County designated address with title to the goods remaining with the awarded supplier until the product is delivered, accepted and all services are completed.
13. Delivery Timeframe: Product shall be delivered within a two (2) hour response time during emergency situations, and one (1) business day during non-emergency periods excluding weekends and County holidays unless there is an emergency situation. Contractor shall contact the Fleet Operations representative within thirty (30) minutes of initial call and provide estimated time for arrival at the facility. **Fuel shall not be**

delivered to a location unattended by Okaloosa County personnel.

14. If delivery is not accomplished within the time frame Okaloosa County reserves the right to procure the product(s) elsewhere and may bill the vendor the difference between the order price and the actual contract purchase price. Supplier shall not be liable for any failure or delay in delivering the product due to causes beyond its reasonable control including but not limited to Acts of God or any other force majeure event.
15. Failure to deliver within the time frame specified on more than one occasion may be grounds for termination due to non-performance of contract terms.
16. Entrance/Exit Procedures: The contractor's representative shall check in and out with maintenance staff at the site when providing services at an Okaloosa County facility. Upon completion of the job, Contractor shall provide to the maintenance staff a signed job ticket. The ticket shall include, but not be limited to the following information:
 - a. Company name;
 - b. Name of Service Technician; Name must be printed and legible.
 - c. Date of service;
 - d. Fuel Level (Before Service Delivery)
 - e. Fuel Level (After Service Delivery)
 - f. Fuel Type
 - g. Percentage of the blended product, that is water, fuel grade, ethanol, biodiesel, or renewable diesel (If applicable)
 - h. Amount of Fuel Delivered
 - i. Other services, products, goods, provided or delivered.
 - j. Specific and total time spent on job.

NOTE: ALL INFORMATION MUST BE LEGIBLE FOR VERIFICATION AND PAYMENT

17. INVOICES & PAYMENTS:

Invoice(s) for services shall be sent electronically to Okaloosa County Fleet Department upon the satisfactory completion and acceptance of all services called for under this contract and the supporting documentation has been provided. No partial or advance payments shall be made, unless prior approval has been received in writing by the Director of Public Works.

Contract Invoices shall be submitted electronically in PDF format to the Okaloosa County Fleet Department within ten (10) business days following the end of the service month or following the delivery of the services as required by the Contract Agreement. Contract shall submit the invoice for payment to jallen@myokaloosa.com or tbrandin@myokaloosa.com

The invoice must contain all the information deemed necessary for auditing and processing of payment, including but not limited to purchase order number, description of services, goods, and products provided, date service was provided, and total cost. Failure to provide this information will delay the processing of the invoice for payment.

The Fleet Department will not be responsible for any interest charges and/or late fees as a result of the delayed payment due to inadequate or incomplete information provided for authorization and payment of invoices

Respondents are strongly encouraged to visit all proposed fuel sites to become familiar with; physical locations, access conditions and/or any other physical site conditions that may affect the scope of work contained herein. By submitting a proposal the respondent acknowledges that they have examined and/or will comply with all existing site conditions for the term of any resultant contract(s). Any failure by the respondent to acquaint themselves with the available information contained herein shall not relieve them of the responsibility to carry out all contract terms and conditions. The County assumes no responsibility for any conclusions or interpretations made by the bidder on the bases of the information made available by the County.

TERM OF CONTRACT: The effective date of this contract will be when all parties have signed the contract and run for three (3) years. This contract may be renewed for two (2) additional one-year periods upon mutual agreement by both parties.

SELECTION CRITERIA

FUEL AVAILABILITY AND DELIVERY TIME	40
COST/PRICING	30
PREVIOUS EXPERIENCE/REFERENCES	20
COMPLIANCE WITH SPECIFICATIONS	10
TOTAL POINTS	100

SPECIAL INSTRUCTIONS

The selection of a Respondent to provide Emergency Fuel Services will be based on the following criteria:

- (1) All interested parties shall submit written responses that address each aspect of the categories identified in the sequence presented in the RFP. Each section shall be clearly identified. Respondents may also include additional material they deem relevant to their selection. A maximum of 40 single sided pages will be allowed excluding the required forms.
- (2) A Review Committee will evaluate the submitted proposals, rank their responsiveness to the Selection Criteria and identify the top-ranked Respondents. The County reserves the right to select a “short list” of the highest ranked Respondents depending on the total number of proposals received.
- (3) The Review Committee shall recommend the final, top-ranked Respondent to the Board of County Commissioners for final approval.

NOTE: Failure to provide all the required information, in the required format, may disqualify the vendor from further consideration

VIV. TIMELINE GOALS *all timelines are tentative*

Issue Solicitation:	Date: September 23, 2019
Pre-proposal meeting:	Date: October 3, 2019 9:00 A.M.
Last Day for Questions:	Date: October 7, 2019
Issue Addendum (if necessary)*no later than*:	Date: October 9, 2019 3:00 P.M.
Proposal Response Due:	Date: October 15, 2019 3:00 P.M.
Committee Review:	Date: November 12, 2019
Board Review and Approval:	Date: December 3, 2019
Contract Commencement:	Date: December 3, 2019

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor

shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

		<u>LIMIT</u>
1.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5	Environmental Impairment Liability (to include handling, transportation & disposal)	\$5,000,000 each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence,

recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice.

Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL PROPOSAL CONDITIONS

I. PRE-PROPOSAL ACTIVITY -

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No Respondent may rely upon any verbal modification or interpretation.

II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposed percentage fee for overhead and profit shall be spelled out and in numeric form in the proposal response. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for

which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the Respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

III. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

IV. SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to propose and shall be enclosed in an opaque

sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

V. MODIFICATION & WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

VII. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

VIII. APPLICABLE LAWS & REGULATIONS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended vendor list.

X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the ability of the Respondent, the overhead and profit percentages proposed, the projected staffing and costs of the program and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

XII. PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a Respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

XIII. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

XV. INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

XVI. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals,

Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

XIX. PROTECTION OF RESIDENT WORKERS

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

XXII. NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

XXIII. UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

XXIV. AUTHORITY TO PIGGYBACK –

All Bidders submitting a response to this Request for Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This Agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Sample Contract Exceptions
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. Vendors on Scrutinized Companies List


DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 10/08/2019

SIGNATURE: 

COMPANY: Macro Companies Inc.

NAME: Richard McElligott
(Typed or Printed)

ADDRESS: 101 Millstone Rd.
Broussard, LA 70518

TITLE: President/CEO

E-MAIL: ClydeG@MacroCompanies.com

PHONE NO.: 337-839-5000

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 10/08/2019

SIGNATURE



COMPANY: Macro Companies Inc.

NAME: Richard McElligott

ADDRESS: 101 Millstone Rd.
Broussard, LA 70518

TITLE: President/CEO

E-MAIL: ClydeG@MacroCompanies.com

PHONE NO.: 337-839-5000

CONE OF SILENCE

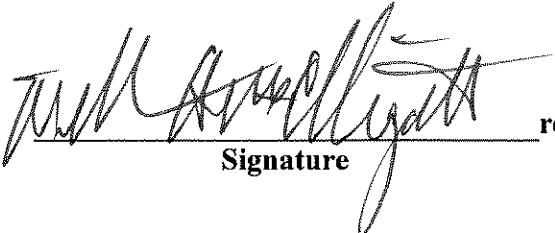
The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Macro Companies Inc.
Signature Company Name

On this 08 day of October 2019 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

COMPANY DATA

Respondent's Company Name: Macro Companies Inc.

Physical Address & Phone #: 101 Millstone Rd.

Broussard, LA 70518

337-839-5000

Contact Person (Typed-Printed): Clyde Guilbeau

Phone #: 337-839-5000

Cell #: 337-319-2926

Email: ClydeG@MacroCompanies.com

Federal ID or SS #: 72-0400021

Respondent's License #: _____

Respondent's DUNS #: 34302497

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: 844-887-6114

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: Macro Companies Inc.

Entity Address: 101 Millstone Rd. Broussard, LA 70518

Duns Number: 34302497

CAGE Code: 46PX6

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Macro Companies Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Richard McElligott / President/CEO Name and Title of Contractor's Authorized Official

10/08/2019

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Macro Companies Inc. _____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


DATE:	<u>10/08/2019</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Macro Companies Inc.</u>	NAME:	<u>Richard McElligott</u> (Typed or Printed)
ADDRESS:	<u>101 Millstone Rd.</u> <u>Broussard, LA 70518</u>	TITLE:	<u>President/CEO</u>
	_____	E-MAIL:	<u>ClydeG@MacroCompanies.com</u>
PHONE NO.:	<u>337-839-5000</u>		

EXHIBIT C

GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Whether this solicitation is fully or partially Grant funded, Respondents shall comply with the clauses as enumerated below in addition to 2 CFR 200.326 contract provisions included.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages

specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act:** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension:** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment:** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Access to Records and Reports:** Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:** Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by

reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):** Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information:** Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.
22. **Disputes:** Any dispute arising under this Contract which is not settled by contract of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Contract, shall proceed diligently with the performance of this Contract in accordance with the decision of the County. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Okaloosa County.
23. **Energy Policy and Conservation Act (43 U.S.C.§6201):** All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
24. **DHS Seal, Logo, and Flags.** The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
25. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

26. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

27. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 10/08/2019

SIGNATURE



COMPANY: Macro Companies Inc.

NAME: Richard McElligott

ADDRESS: 101 Millstone Rd.
Broussard, LA 70518

TITLE: President/CEO

E-MAIL: ClydeG@MacroCompanies.com

PHONE NO.: 337-839-5000

RESPONSE TO REQUEST FOR PROPOSAL

RFP Name: *Emergency Fuel Services*

RFP Number: FLT 74-19

**Prepared for
Okaloosa County**

**RFP Opening Date:
October 15, 2019 3:00 PM**

Response Submitted By:



**Macro Companies, Incorporated
Emergency Fuel Management**

Cover Page

Submitting firm information:

Company Name: Macro Companies, Inc.

Division: Emergency Fuel Management

Corporate Office: 101 Millstone Road, Broussard, LA 70518

Mailing Address: P.O. Box 1257, Broussard, LA 70518

Phone Number: (337) 839-5000 **Fax Number:** (337) 839-5001

Web Site: www.MacroCompanies.com

Federal Tax ID # 72-0400021

Macro Companies Inc. is a Small Business.

Employees: Macro Companies has 85 employees.

Authorized Signer:

Name: Richard McElligott

Title: President

Address: 101 Millstone Road, P.O. Box 1257, Broussard, LA 70518

Phone Number: (337) 839-5000 ext. 1270

Fax Number: (337) 839-5001

E-mail address: RichardM@MacroCompanies.com

Additional Contacts:

<u>Name</u>	<u>Title</u>	<u>Office Ext</u>	<u>e-mail</u>
Clyde Guilbeau	Department Manager	1108	clydeg@macrocompanies.com
Patrick McElligott	Assistant Manager	1105	patrickm@macrocompanies.com
Shannon Broussard	Transportation Manager	1153	shannonb@macrocompanies.com

For technical or contractual questions, please contact:

Clyde Guilbeau, Division Manager

P.O. Box 1257

Broussard, LA 70518

Phone No. (337) 839-5000 ext 1108

E-mail: clydeg@macrooil.com

Response to Proposal

October 11, 2019

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Dear Sir or Madam,

Macro Companies Incorporated is a small business that has proudly served its customers since 1929. We have made a commitment to provide any and all services related to the transportation and distribution of emergency fuel, commercial fuel, aviation fuel, and petroleum chemicals as well as providing industrial transportation services.

Macro's Emergency Fuel Management division operates the largest dedicated fleet of bobtail fuel trucks in the disaster response industry. Additionally, Macro owns a fleet of highly specialized Military Grade fuel delivery trucks and other portable fuel dispensing equipment that has been optimized for virtually any mobile refueling operation, especially vehicle refueling. Our equipment is designed to safely and efficiently top-off of emergency generator tanks, above ground storage tanks, below ground storage tanks and portable bulk fuel storage tanks. Our fleet can be used to establish designated refueling locations capable of efficiently servicing vehicle for search and rescue, fire trucks, ambulances, law enforcement, electrical utility and other essential first responder/recovery/restoration vehicles. Macro also captures, records, and reports critical data such as event name, location, date, time, quantity, fuel type and vehicle/equipment number for all of the fuel dispensed according to each of our customer's individual needs.

Over the years, Macro has provided emergency fuel supply, logistics and management services to federal, state and local government agencies. Additionally, Macro works closely with utility companies, commercial businesses and contractors who need to mobilize quickly after a natural disaster has occurred. Macro's experience and comprehensive approach to emergency fuel management is unsurpassed in the industry. As an emergency fuel contractor, Macro successfully provided emergency fuel and portable fuel storage tanks response to large scale disaster events such Hurricane's Katrina, Rita, Dolly, Gustav, Ike, Irene, Isaac, Sandy, Harvey, Irma, Maria and Michael, as well as other major Midwestern ice storms and the earthquake in Haiti.

Macro has reviewed the County's Scope of Work and proposes to work with the County to refine and enhance its current emergency response plan to ensure a constant fuel supply and efficient distribution methods are achieved. Macro can offer bulk fuel, logistical expertise, deployment ready assets and personnel to the County. Macro is committed to maintaining a strong long-term partnership with the County and we are prepared to successfully meet the emergency fuel needs of the County.

Authorized Signature

Print Name/Title Richard McElligott – President

Date: October 11, 2019

Scope of Services

Technical Approach

Macro has reviewed the Scope of Services and we have provided similar services successfully on past disaster events. Macro's approach and methodologies are as follows:

- Work with the County to enhance the current emergency fuel plan and share lessons learned from past events.
- Macro will assign a Logistics Coordinator to the County account to assist in fueling mission coordination.
- Ensure that the County has all of the information necessary from Macro to prepare a "Project Worksheet" and a "Scope of Work Worksheet" that can be provided to FEMA. This may allow the County to receive reimbursement (at the appropriate rate) for equipment/personnel rental and for fuel sold in response to declared disaster events.
- Supply the County with dedicated and specialized fuel transportation and dispensing equipment.
- Provide all fuel types: Gasoline, Diesel and Jet A
- Distribute fuel to County owned fuel storage tanks as needed.
- Setup fuel distribution at designated locations throughout the County.
- Dispense fuel into first responder vehicles and vehicles supporting restoration efforts, fill portable tanks and tanks on generators that support critical infrastructure.
- Dispense fuel into material handling equipment.
- Furnish, deploy, setup, refuel and pick-up Mobile Fueling Trailers as directed throughout the county.
- Provide tanks for temporary fuel storage.
- Macro is completely self-sufficient in its approach.
- Provide all of the above listed services in a safe manner and in compliance with local, state and federal laws and regulations.
- Macro maintains a Mobile Fueling Station Spill Prevention, Control and Countermeasures (SPCC) plan for all fuel delivered. Macro uses spill pads and portable spill containment berms as per our SPCC plan.
- Macro is prepared to support unique requests such as fuel delivery by boat or via High Water truck in flooded areas and if necessary utilize tote tanks for fuel that needs to be airlifted to affected areas.
- Macro's equipment and personnel are maintained in a state of readiness 24 hours per day/365 days per year.
- All fuel trucks and equipment are manned with experienced and properly licensed personnel.
- Capture all fueling transactions and provide the County with detailed post event reports which can be submitted to FEMA for reimbursement.

In general, Macro can provide the following emergency fueling services:

- Vehicle refueling
- Generator refueling
- Vehicle wet hosing
- Equipment refueling
- Refuel the County-owned underground and aboveground fuel storage tanks
- Refrigerated trailer refueling
- Bulk fuel transportation
- Temporary fuel depot
- Nighttime refueling at staging areas
- Evacuation support refueling
- De-fueling of generators
- Detailed records of fuel dispensed
- Personnel to dispense fuel

Scope of Work

The County maintains three (3) bulk fueling sites and a large capacity generator site listed below:

BULK FUEL SITES

TANK LOCATIONS AND CAPACITIES:

County Yard 279 Goodwin Ave Crestview, Florida 32539

Two (2) 10,000 gallons AST Diesel tanks
equipped with transfer pump

Two (2) 10,000 gallons AST Gasoline tanks
equipped with transfer pump

County Yard 84 Ready Ave Ft Walton Beach, Florida 32548

One (1) 12,000 gallons AST Diesel tanks equipped
with transfer pump One (1) 12,000 gallons AST

Gasoline tank equipped with transfer pump

Northwest Florida Regional Airport State Road 85 Eglin AFB, FL 32542

Two (2) 25,000 gallons AST Gasoline tanks equipped with transfer pump

911/Emergency Operations Center 90 College Blvd East Niceville, FL 32578

One (1) 5,000 gallons Diesel Fill tank and any other equipment that may be necessary.

DESIGNATED EMERGENCY SHELTERS

The County provides emergency services (shelters and emergency assistance) during times of natural disaster. Respondents must include a plan to address mobile fueling needs such as Emergency Shelters, Sewer Lift Stations and Water Well generators.

Asset Recommendation

- For bulk deliveries to County AGST's, Macro recommends Transport Truck with pumps.
- For fueling generators/equipment at Emergency Shelters, Sewer Lift Stations and Water Well generators, Macro recommends Bobtail Fuel Trucks.
- For refueling vehicles (such as police, fire, ambulance, county vehicles, etc.), Macro recommends either a Mobile Fueling Trailer or a Bobtail, depending on the numbers of vehicles that we are supporting. Also, Macro will need Fuel Attendants (Labor) to assist with the vehicle refueling and data capture.
- When deemed necessary, Macro will recommend one or more logistics coordinator in the field to manage the operation.

The quantity of assets and personnel will not be known until the scale of the event is known. The County and Macro will jointly decide on the number of assets and personnel that should be activated, as well as the amount of fuel needed.

Once a decision on quantity is made, Macro will confirm the order in writing.

Example of items that can be activated:

Item	Quantity Ordered
Bobtail Fuel Truck w/Driver	
Subcontractor Fuel Truck (Bobtail)	
Transport Fuel Truck (Tanker) w/Driver	
Subcontractor Fuel Truck (Tanker)	
Mobile Fueling Trailer w/Tractor & Driver	
Military Grade Fuel Truck w/Driver	
HEMTT Fuel Truck w/Driver	
Military Grade Humvee w/fuel tank & Driver	
Mini-Mobile Fueling Station	
Aviation Bobtail Refueler w/Operator	
Frac Tank (Single Wall)	
Frac Tank (Dual Wall)	
Portable berm	
Portable Housing	
Portable Command Center	
Portable Fuel Storage Tank	
12 Volt or 110 V Fuel Pump	
Logistics Manager or Technician	
Labor/Attendant	

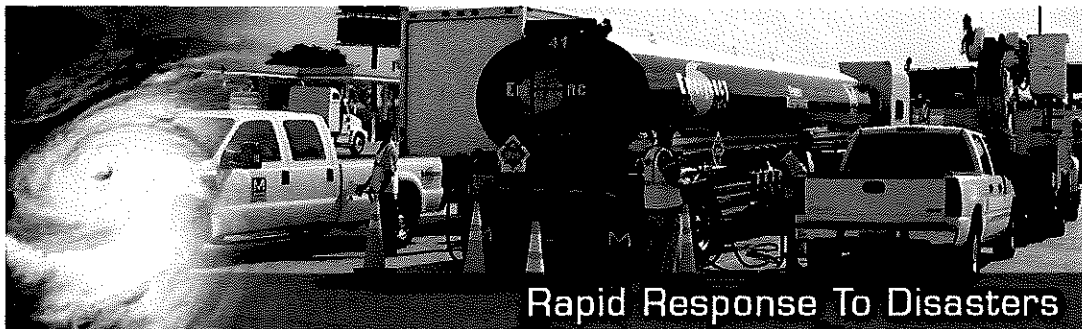
Activation Plan

Macro has a proven structure in place to support the emergency fuel needs of state and local government agencies. Macro will use a similar structure and approach as it uses for similar contracts that it holds. Since 2005, Macro has successfully performed its emergency fueling services on 146 disaster events in 36 states, Puerto Rico, the US Virgin Islands and the country of Haiti. Upon activation notification by the County, Macro's emergency fuel activation plan will be as follows:

- Okaloosa County notifies Macro of the need for its emergency fueling services
- Macro activates its command center and centralized emergency fuel dispatch (typically at its headquarters)
- Okaloosa County and Macro will jointly decide on the amount of equipment, personnel and fuel to be activated, based on the existing or potential need.
- Macro will assign a Logistics Coordinator to assist the County with coordinating the emergency fueling activities.
- Based on need and scale of the event, Macro will establish one or more field locations at or near the affected area staffed with Logistics Coordinators.
- Fuel Truck Drivers and other personnel shall report to our Logistics Coordinators in the field or at the command center.
- The County's fuel requests will be sent to Macro's command center and dispatched accordingly.
- Macro's Logistics Coordinators in the field work closely with the County's POC on the ground to ensure that all fueling missions are performed to the complete satisfaction of the County.

Response time

Within 24 hours of a confirmed order, Macro will deliver activated fuel, equipment and personnel to a designated location for the County.



Company History

Macro Companies, Inc. is a versatile fuel and transportation provider with specialized equipment capable of hauling a wide range of products and materials throughout the United States.

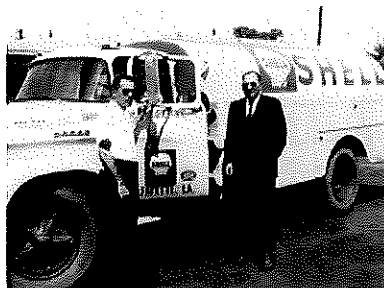
From aviation fuel to aggregate materials, oilfield waste, and petrochemicals, we combine highly experienced personnel with a fleet of specialized trucks and equipment to provide you with outstanding transport services.

As one of the largest emergency fuel suppliers in the United States, we are experts in serving you under any conditions imaginable. Macro Companies has several divisions - including Emergency Fuel Management, Macro Environmental Specialties, and Macro Aviation - with a knowledgeable and dedicated staff ready to assist you. Macro Companies also owns and operates the Truck & Trailer Center in Broussard, Louisiana – a full-service repair and maintenance center for big rig trucks and other vehicles.

Founded in 1929 and headquartered in Broussard, Macro Companies has continued to grow and diversify over the years. The original company, H.O. Roy Inc., was founded by Howard O. Roy – who established a tradition of providing quality products and exceptional customer service. In the early 1950s, John E. (Jack) McElligott married Howard’s daughter, Mildred (Mimi) and joined the company as general manager. In 1973, Mimi McElligott became president of the company, which then became known as Macro Oil Company, Inc. (the name being a combination of McElligott and Roy). Jack headed Macro until his death in 1984. Mimi and her sons Richard and Bill McElligott assumed control and fueled an era of growth and diversification that continues to this day. In 2014, the business was rebranded as Macro Companies to better represent our range of ever-expanding services. In 2016, Richard McElligott became President of Macro Companies.

Macro Companies has created a family-oriented culture and positive atmosphere built on working together as a team to do the best job possible for you. Macro is a place where our employees have excelled and built successful, long-term careers – as evidenced by the large percentage of employees who have been with our team for many years.

Now in its third generation as a family-owned business, Macro Companies continues to grow and evolve – developing new and better ways to meet the needs of the many customers we are privileged to serve.



Organizational Structure

Macro has the following business units:

- Emergency Fuel Management
- Macro Environmental Specialties – Oilfield Division
- Macro Environmental Specialties – Response Division
- Macro Aviation Fuels
- Macro Transportation
- Petroleum Equipment Repair
- Truck & Trailer Repair Center

The primary qualified personnel responsible for the execution of Macro's emergency fuel program are as follows:

Richard McElligott – Macro Companies, CEO/President

Office Address: 101 Millstone Road, Broussard, LA 70518

- Logistical Coordinator for fuel, equipment and personnel for 146 disaster events in 36 states, Puerto Rico, the US Virgin Islands and the country of Haiti since 2005
- General Manager of the Emergency Fuel Management Division
- Former Shell Oil Account Manager
- Third generation owner of Macro Companies Inc.
- Past President and Board of Director of the Louisiana Oil Marketers Association.
- Over 37 years of experience in the petroleum and transportation industry
- General Manager and Treasurer duties with Macro since 1984 and CEO since 2016

Proposed duties: Contract administration, financial responsibilities and risk management.

Clyde Guilbeau – Emergency Fuel Management, Manager

Office Address: 101 Millstone Road, Broussard, LA 70518

- Employed with Macro for 24 years
- Division Manager of the Emergency Fuel Management Division
- Operations and Logistical Coordinator for fuel, emergency fuel contract customers and fuel transactions reporting for 146 disaster events in 36 states, Puerto Rico, the US Virgin Islands and the country of Haiti since 2005
- Fuelman Fleet Card – Lafayette Region Manager for 9 years
- While managing Fuelman Lafayette branch, responsible for managing the State of LA Fuelman contracts for the Lafayette, LA and Lake Charles, LA (DOTD, DEQ, DHH, etc...)
- Currently oversees on-site fuel deliveries to over 5 automated tank sites
- Experience in all facets of the petroleum products (fuel, fuel dispensing equipment, lubricants, etc...)
- Experience in logistics, fuel transactions and fuel distribution

Proposed duties: Contract administration and operations management

Shannon Broussard – Macro Transportation, Manager
Office Address: 101 Millstone Road, Broussard, LA 70518

- Employed with Macro for 25 years
- Transportation Coordinator for fuel trucks and personnel for 146 disaster events in 36 states, Puerto Rico, the US Virgin Islands and the country of Haiti since 2005
- Transportation and Operations Manager for Macro Companies
- Responsible for a fleet of 140+ bobtail trucks, 145+ transport trucks and 90+ petroleum transport trailers
- Responsible for overseeing transportation dispatching of all commercial fuel, aviation fuel and material deliveries
- Responsible for vacuum trucks and end dump services
- Responsible for transportation division employees, drivers, safety requirements and driver training

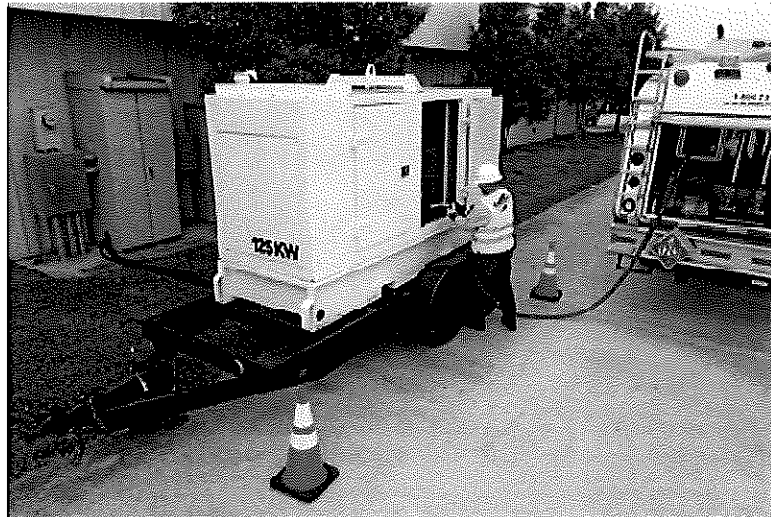
Proposed duties: Transportation responsibilities.

Contract Administration Project Management and Customer Service

Macro's project managers for the County account will be as follows:

Clyde Guilbeau, Division Manager
Office Phone No. (337) 839-5000 ext. 1108
Cell Phone (337) 319-2926
[Email ClydeG@MacroOil.com](mailto:ClydeG@MacroOil.com)

Patrick McElligott, Assistant Manager
Office Phone No. (337) 839-5000 ext. 1105
Cell Phone (337) 781-3223
[Email PatrickM@MacroOil.com](mailto:PatrickM@MacroOil.com)



References

State of Florida (Hurricane Hermine, Matthew, Irma, Michael & Dorian) – Provided emergency fuel, fuel transportation services, vehicle and generator refueling, mobile fueling stations and fuel dispensing service.

<u>Company</u>	<u>Contact</u>	<u>Phone No.</u>	<u>email</u>
State of Florida 2555 Shumard Oak Boulevard, RM 125G Tallahassee, FL 32399-2100	Debbie Bass	(850) 815-4207	Debbie.Bass@em.myflorida.com

State of Louisiana/LDAF (Hurricane's Gustav, Ike, Isaac & Barry) – Provided emergency fuel, fuel transportation services, vehicle and generator refueling, bulk fuel storage tanks, mobile fueling stations and fuel dispensing service.

<u>Company</u>	<u>Contact</u>	<u>Phone No.</u>	<u>email</u>
State of Louisiana Dept of Agriculture PO Box 3596 Baton Rouge, LA 70821	Asst. Commissioner John Walther	(225) 925-3962	john_w@ldaf.state.la.us

USDA Forest Service (various wildfires since 2009) – Provided emergency fuel, fuel transportation services, vehicle and generator refueling, mobile fueling stations and fuel dispensing service.

<u>Company</u>	<u>Contact</u>	<u>Phone No.</u>	<u>email</u>
USDA Forest Service 740 Simms St. Golden, CO 80401	Kim Luft	(303) 275-5405	kluft@fs.fed.us

FEMA Region II (Hurricane Sandy and Hurricane Maria – Puerto Rico/USVI) – Provided emergency fuel, fuel transportation services, vehicle and generator refueling, mobile fueling stations and fuel dispensing service.

<u>Company</u>	<u>Contact</u>	<u>Phone No.</u>	<u>email</u>
FEMA Region II 26 Federal Plaza, Ste 1337 New York, NY 10278	Jason Wind	(212) 680-8575	Jason.Wind@fema.dhs.gov

Lafayette Consolidated Government/Lafayette Utilities System (Hurricane Gustav and Barry) – Provided emergency fuel, fuel transportation services, vehicle and generator refueling, bulk fuel storage tanks and fuel dispensing service.

<u>Company</u>	<u>Contact</u>	<u>Phone No.</u>	<u>email</u>
Lafayette Utility System 1314 Walker Road Lafayette, LA 70506	Greg Labbe'	(337) 291-5709	GLABBE@lus.org

Detailed information on Macro's operational plan is as follows:

Equipment Specifications

Macro's Company-owned assets:

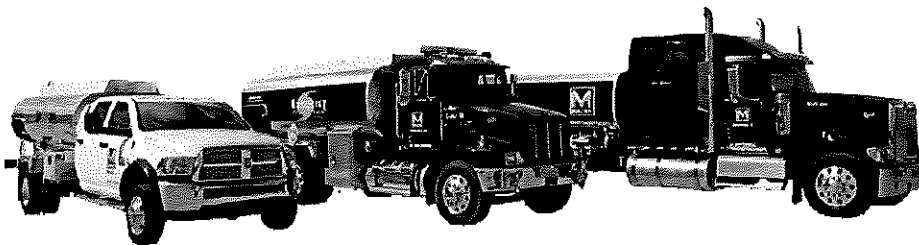
<u>Item/Description</u>	<u>Quantity</u>
Transport Fuel Trailer (7,500 to 8,500 gallon capacity)	95
Transport Trucks	145
Bobtail Delivery Trucks (wet hosing/mobile fueling)	140
High Water Fuel Delivery Truck (1,100 gallon)	2
Mobile Fueling Trailer (8,500 gallons or greater capacity)	25
Mini-Mobile Fueling Station	20
550 gallon portable tanks	85
1,000 gallon portable tanks	55
6,000 gallon portable tanks	2
10,000 gallon	4
12 Volt or 115 Volt Fuel Transfer Pumps	110
Camper & Bunk Trailers	10
Portable Command Center	1
Supply Trailer (tools, spare parts and spill response)	5
Frac Tanks	4
Tire Repair truck	2
<i>Additional equipment available through Macro's network partners upon request including:</i>	
• Propane Bobtail Truck	5
• 20,000 gallon Frac Tanks for diesel fuel	50
• Tire Repair trucks w/man	2
• Refrigerated Trailers (Reefer Trailers)	15
• Fuel storage tanks ranging from 250 gallons to 20,000 gallons	135
• Additional Bobtails & Transport Trucks	200

Bobtail Fuel Trucks

Macro is a leader in providing wet hose fuel services. Macro primarily utilizes Bobtail Fuel Trucks and Mobile Fueling Trailers to perform wet hose fueling missions. Information regarding these assets is as follows:

Macro bobtail truck fleet for wet hose fueling missions:

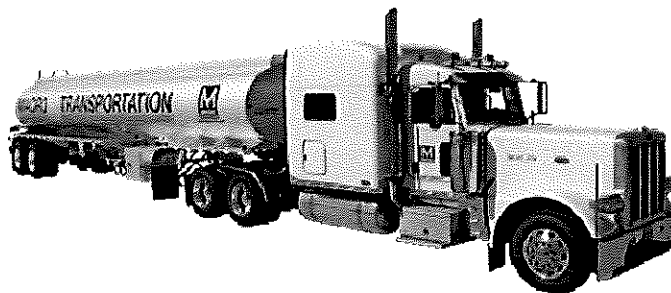
- Fleet of 140 bobtails 100% dedicated to disaster response work
- Ability to refuel *anything* – vehicles, generators, off-road equipment, portable fuel tanks and more...
- Some of Macro's bobtails have sleeper cabs
- Capacity ranging from 1,100 to 4,500 gallons
- Multiple products – Gasoline/Diesel
- Reversible pumps for de-fueling if necessary
- Equipped with spill kits



Transport Truck (Tanker)

Transport trucks typically have large capacities ranging from 6,000 to 9,000 gallon capacity. They are designed to carry liquid products such as Gasoline, Diesel or Jet A. They can carry single or multiple products (often by means of internal divisions in their tank). Specifications for these units are as follows:

- Total fuel storage capacity – Approximately 8,000 gallons
- Used to load at the refinery/terminal and distribute to large bulk tanks or re-supply smaller bobtail fuel trucks.
- Pumps available for aboveground fuel storage tanks
- Single compartment and multi-compartment trailers available



Mobile Fuel Station/Trailer

Macro has 27 Mobile Fueling Trailers available for use at staging areas where a large number of vehicles need to be refueled. Specifications for these units are as follows:

- Total fuel storage capacity – 8,500 gallons
- Setup and ready to dispense fuel in minutes
- Eight high volume vehicle refueling points (18 gallons per minute)
- Fueling points have meter registers
- Grounding cable for vehicle refueling
- Self-contained power source with separate pumping system for gasoline and diesel
- No special transportation permits required
- Equipped with portable spill containment berm, spill response kit and fire extinguisher

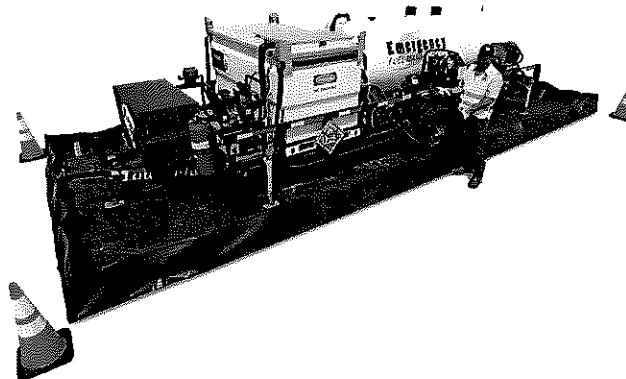


Mini-Mobile Fuel Station

Macro has Mini-Mobile Fueling Stations available for use at staging areas where a small amount of vehicles may require fuel, such as employee vehicle fueling.

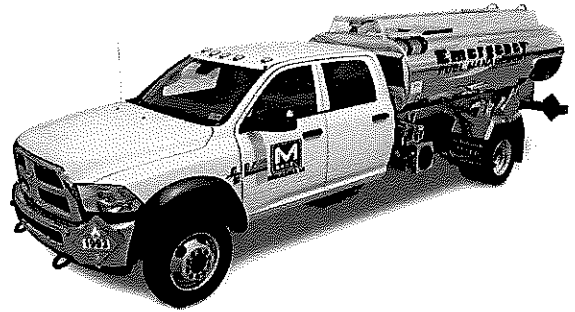
Specifications for these units are as follows:

- Total fuel storage capacity – 1,500 gallons
- Tanks are dual walled
- Multiple high volume fueling points with hoses on reels
- Fueling points have meter registers
- Self-contained power source with separate pumping system for gasoline and diesel
- Corner jacks for stability
- Equipped with portable spill containment berm, spill response kit and fire extinguisher



Spike Fuel Truck – 4 Wheel Drive

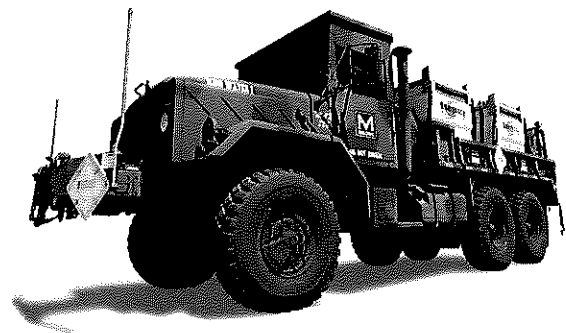
- Total tank capacity is 1,100 gallons with one (1) 700 gallon compartment and (1) 400 gallon compartment
- Twin pumping systems allow one or two product dispensing capability of gasoline or diesel
- Smaller footprint, low overall height and 4x4 all-wheel drive allows for use in limited off road and tight clearance locations that are otherwise inaccessible by full size, bobtail fuel trucks
- The smaller gallon capacity limits this truck class to refueling routes consisting of smaller generators in closer proximity to the SA bulk fuel storage as more frequent resupply will be required
- Crew cab offers transportation for additional labor and/or tools and supplies
- Suitable for mobile fueling or defueling operations or stationary fueling



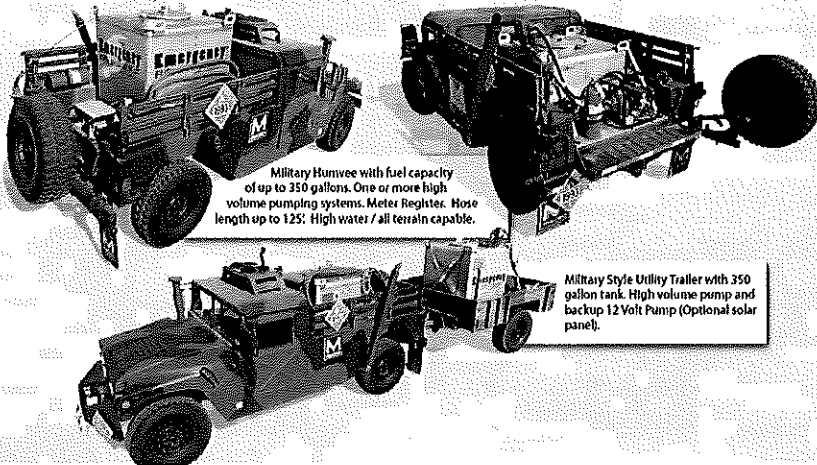
High Water Fuel Delivery Truck

Macro has two high water 6 Wheel All Terrain fuel delivery trucks with the following features:

- 1,056 gallon total capacity (Two separate 528 gallon tanks)
- Dual walled tanks
- All-wheel drive for off road and high water applications
- Both Gasoline and Diesel fuel can be transported simultaneously
- Separate high volume pumping systems
- Self-contained power source for pumping system
- Meter registers, automatic shut-off nozzles and hose reels



Humvee with Fuel Tank



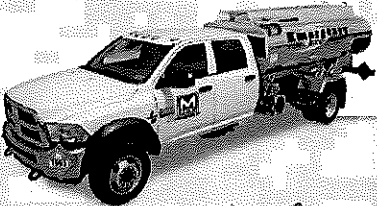
Military Humvee with fuel capacity of up to 350 gallons. One or more high volume pumping systems. Meter Register. Hose length up to 125'. High water / all terrain capable.

Military Style Utility Trailer with 350 gallon tank. High volume pump and backup 12 Volt Pump (Optional solar panel).

Additional Military Grade Fueling Equipment



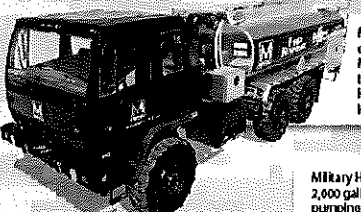
Equipment can be airlifted to remote areas



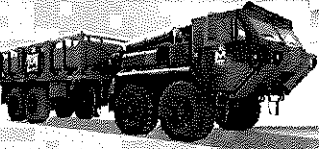
Bobtail Fuel Truck with 1,100 gallon capacity. Multi-compartments. High volume pumping system. Ideal in confined areas. Four wheel drive.



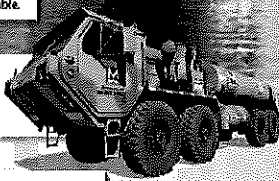
5 Ton Fuel Truck all wheel drive with two fuel tanks (1,000 gallon total capacity). High volume pumping system. High water / all terrain capable.



MTV Bobtail Fuel Truck all wheel drive with 2,000 gallon capacity. Multi-compartments capable of transporting diesel and gasoline. High volume pumping system. High water / all terrain capable.



Military HEMTT Fuel Truck with 2,000 gallon capacity. High volume pumping system. All wheel drive. High water / all terrain capable.



Military HEMTT Power Unit with trailer with up to 2,700 gallon capacity (Three 900 stainless steel tanks). All wheel drive. High volume pumping system. High water / all terrain capable.

Military 6x6 Fuel Truck with self-contained 5,000 gallon capacity trailer (6 wheel drive). Self-contained generator powered high volume pumping system. High water / all terrain capable.



LMTV Fuel Truck with one fuel tank (600 gallon capacity). High volume pumping system. High water / all terrain capable.

Supply Trailer

Macro has 9 fully stocked supply trailers that are strategically deployed to support our disaster response operations. These supply trailers contain tools, spare parts, fittings, nozzles, hose, spill response items, safety items and much more. The trailers along with its contents help to ensure that Macro is always operational and can maintain its fleet of trucks in the field.



Supply Source

The capability of providing an adequate fuel supply is a critical issue when considering an emergency fuel supplier. During disaster events, local infrastructure is often damaged and normal fuel supply chains are interrupted. Local shortages occur from pipeline operation and maritime port closures. Due to the increased demand for fuel needed for recovery efforts, refineries impose quantity allocations and long lines at loading racks frequently occur. More often than not, fuel must be procured outside the affected area and transported considerable distances in order to ensure an uninterrupted fuel supply.

Macro Fuel Supply Strategy – Step #1: Initial Supply

Macro has a very unique capability. We have the largest known fleet of emergency fuel trucks, fuel trailers and specialized fuel dispensing systems that are **100% dedicated** to disaster response. Unlike traditional petroleum marketers, common carrier/fuel transportation companies and even our closest competitors, our equipment fleet is not utilized day to day in the servicing “business as usual” customer obligations. Whenever called upon, our equipment is available and ready to respond. The size of our fleet allows us to arrive onsite with initial fuel quantities sufficient to overcome local supply shortages simply by having the capacity to haul very large amounts of fuel. In fact, if we needed to fill our entire fleet and deploy to a “never before” magnitude catastrophic event, Macro has the potential to arrive on-site with well over one million gallons of fuel.

Total Potential Initial Fuel Supply

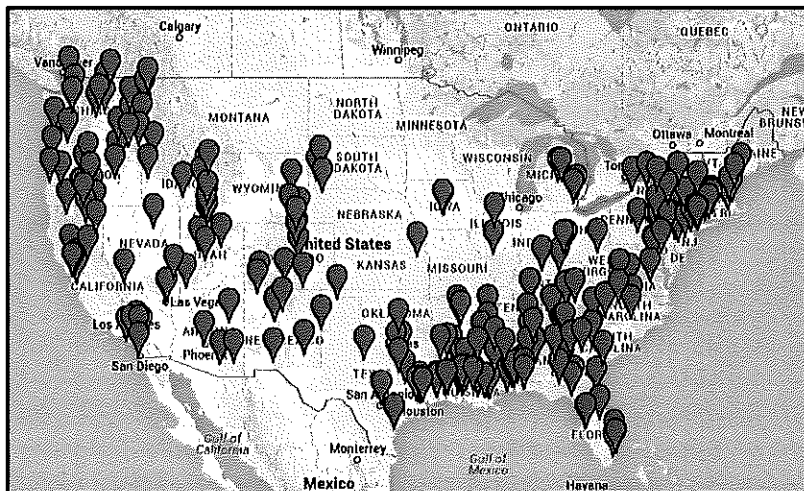
Equipment Type	Number of Units	Avg. Capacity	Potential Gallons
Tractor Trailer Transport Trucks	95	7000	665,000
Bobtail Fuel Trucks	140	2800	392,000
Mobile Fueling Trailers	25	7000	175,000
Total Potential Gallons			1,232,000

Macro Fuel Supply Strategy – Step #2: Resupply

Since 1929, Macro has developed and maintained many long standing supplier agreements with major oil companies and refiners/terminals such as Shell/Motiva, Valero, Colonial Oil, World Fuel Services, Buckeye Energy Services and Global Partners, LP. We continue to develop new relationships with a growing network of major oil companies, regional fuel distributors, private bulk plants and subcontractors. Currently these efforts have resulted in approximately 329 purchasing accounts and loading point locations within the continental US, Alaska, South Pacific, Puerto Rico and US Virgin Islands. Macro can ensure adequate fuel supplies will be available anytime and anywhere it is needed.

As discussed above in Step #1, Macro will arrive to a disaster event with sufficient quantities of gasoline and diesel fuel to sustain operation through the initial phase (approx. 3-5 days) of the response efforts. On “advance notice” events such as a major hurricane or ice storm, we begin contacting our fuel supply chain to establish multiple layers of contingency planning as much as 48-72+ hours before landfall. We do not plan on using local (and nearest local) supply points in the early days of a response. As the event unfolds, we are able to adjust our fuel supply plans to obtain the necessary fuel at the best possible locations. Macro is proud of the fact that it has never defaulted on a contractual obligation to supply emergency fuel in quantiles that exceed contract requirements in 47 disaster events in 35 states and the earthquake in the country of Haiti.

Contiguous Continental United States – 329 fueling points



Terminals

Placid Refining Company, LLC (Macro’s Primary Emergency Fuel Supplier)

Placid Refining Company, LLC is an independent, privately held petroleum refining company located in Port Allen, Louisiana, directly across the Mississippi River from Baton Rouge. Processing approximately 60,000 barrels of crude oil per day, Placid produces a full range of transportation fuels, which are distributed across the southeastern United States from East Texas to Virginia. Placid supplies fuels through a network of company owned and third party pipeline and marine terminals located mainly along the Colonial and Plantation pipeline systems, and on the lower Mississippi River. Placid can potentially supply Macro with gasoline and diesel fuel through 37 distribution point locations in 10 states across the southeastern United States. Macro Companies and Placid Refining have enjoyed a mutually beneficial working relationship for many years. As such, Placid is Macro’s primary fuel supplier for our day to day business as well as during emergency operations throughout the southeastern United States. Placid has agreed to honor Macro’s state issued “Emergency Contractor Badge” and provide us with priority loading status since the fuel is for first responders and critical infrastructure. Key personnel from both companies meet annually before the beginning of the Atlantic Hurricane Season to review potential emergency fueling needs, process and procedural enhancements and to discuss supply chain and inventory conditions. Placid would be proud of its role as part of the North Carolina Emergency Fueling plan and would provide Macro with preferred status regarding inventory allocations and expedited loading during disaster response efforts.

Placid Product Locations



North Carolina	1
Virginia	4
South Carolina	2
Georgia	2
Arkansas	1
Alabama	1
Texas	4
Tennessee	5
Mississippi	6
Louisiana	11

Placid Letter of support for Macro Companies, Inc.

PLACID

2/26/2015

From: Matt Pfister
RE: Placid / Macro Business Relationship


To Whom it May Concern,

Placid and Macro Oil Co. have a very long and excellent business relationship. Our two companies have been instrumental in providing the emergency fuel needs of Louisiana, and surrounding states, during many states of emergency over the past ten plus years.

Placid Refining Co. LLC is a Port Allen, LA, based company, providing approximately 340,000,000 gallons per year of gasoline and ULSD to the Greater Baton Rouge area, and approximately 650,000,000 gallons to Louisiana customers across the state.

Placid is fully supportive of Macro's bid to be the Emergency Fuel transportation company.

Sincerely,



Matt Pfister
Director of Marketing &
Business Development
Placid Refining Company LLC

PLACID REFINING COMPANY LLC 1940 HIGHWAY 1 NORTH PORT ALLEN, LOUISIANA 70767

Motiva Enterprises, LLC (Macro's Alternate Emergency Fuel Supplier)

Motiva owns and operates three refineries – located within a 120 mile radius of each other - in Convent and Norco, Louisiana, and Port Arthur, Texas. The combined refining capacity of the three sites is approximately 1.1 million barrels per day. In addition to strong manufacturing assets, Motiva's 34 operating refined product storage terminals are strategically located throughout the company's geographic area and have an aggregate storage capacity of approximately 16.5 million barrels.

Motiva owns and operates an extensive network of 35 terminals throughout the northeastern, southeastern, and Gulf Coast regions of the United States.

These terminals, along with another 100+ contracted locations where product is stored on behalf of Motiva Distribution's customers, provide a source of gasoline, distillate, jet and bio-fuel products that can then be further transported via tanker trucks, pipelines, railcars, and marine vessels.

Macro's long history with the Shell brand has developed a good working relationship that continues today. Macro conducts ongoing business with Motiva through the ownership and operation of the




Shell branded Truck & Trailer Center – a full-service repair and maintenance facility for big rig trucks, motor homes, buses, automobiles, and trailers. Located at 101 Millstone Road in Broussard, Louisiana, the Center offers 24-hour gasoline/diesel sales, non-ethanol marine gasoline, vehicle inspection stickers, certified truck scales, and more.

World Fuels (Macro’s Alternate Emergency Fuel Supplier)

World Fuel Services is a land fuel supplier for ground transportation and other industries in the United States, Brazil, United Kingdom and Gibraltar. In addition to reliable supply of quality refined petroleum fuel products at competitive fuel prices, they provide Macro local market expertise within a full offering of land fuel products, fuel services and fuel logistics solutions.

- 4.2 billion USG branded and unbranded land fuel distribution annually (as of 12/31/14)
- More than 1,000 distribution locations
- Nationwide Bulk Fuel Delivery
- Transport Delivery/Common Carrier Service

World Fuels Letter of Support for Macro Companies



WORLD FUEL SERVICES INC.
333 Cypress Run, Suite 200, Houston, TX 77094
Tel. 281.556.2518 Fax. 281.556.2524
www.wfs.com

March 16, 2015

Macro Companies
Emergency Fuel Management
Attn: Clyde Gullbeau
PO Box 1257
Broussard, Louisiana 70518

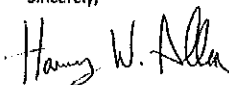
Mr. Gullbeau,

I hope this letter finds you well. I know that you are currently one of our longest tenured and reliable customers. I am glad to support you and your company as a nationwide supplier of emergency services and that you also support state and Federal government agencies with fuel for first responders and critical infrastructure in response to disaster events in United States and also the World.

As you know World Fuel Services is a World Leader in Aviation, Marine and Land Fuels all across the Nation and the world. We have access to all terminals throughout the US with volume over 5.1B gallons a year. WFS and Macro worked together numerous times successfully to assist in Disaster relief.

We look forward to our continued partnership in the future.

Sincerely,



Harry W. Allen
Sales Executive
World Fuel Services
281 513 4348

Points of Contact

Macro's primary POC's for the emergency fuel division is as follows:

Contact Information



Emergency
FUEL-MANAGEMENT
Macro Company

WHEN DISASTER STRIKES, CALL MACRO FOR EMERGENCY
FUELING SERVICES OR EMERGENCY TRANSPORTATION!

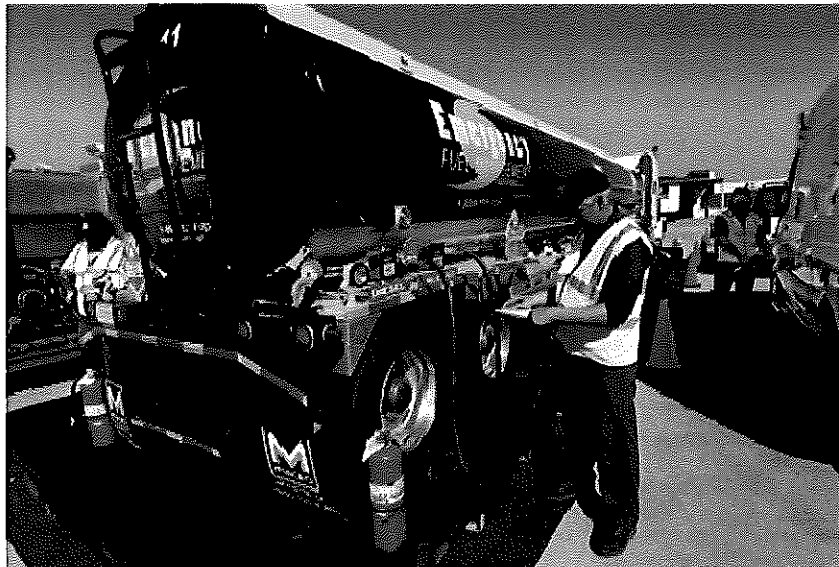
844-887-6114

<u>Name</u>	<u>Position</u>	<u>Office Extension</u>	<u>Cell Phone</u>	<u>Home Phone</u>	<u>E-mail</u>
Clyde Guilbeau	Division Manager	1108	(337) 319-2926	(337) 988-7745	clydeg@macrooil.com
Patrick McElligott	Logistics Coordinator	1105	(337) 781-3223	(337) 714-9423	patrickm@macrooil.com
Shannon Broussard	Transportation Manager	1153	(337) 319-9040	(337) 267-1338	shannonb@macrooil.com
Britt Herron	Logistics Coordinator	1604	(337) 296-0650		britth@macrooil.com
Pat Frederick	Dispatcher	1114	(337) 319-8795	(337) 981-6320	patf@macrooil.com
Richard McElligott	President	1220	(337) 319-3390 (337) 280-1028	(337) 993-2616	richardm@macrooil.com
Bill McElligott	Secretary/Treasurer	1222	(337) 319-8035		billm@macrooil.com

Corporate office phone numbers:

Office Phone (337) 839-5000
Office Fax (337) 839-5006

Toll Free (800) 737-3835



Delivery Tickets/Documentation of Fuel Deliveries

Each time fuel leaves the hose on a Macro truck and is dispensed for a customer it becomes “delivered.” Every delivery therefore must be documented in order for the fuel to be billable to the County. Whether it be a bulk delivery into a customer’s above ground or below ground storage tank; a mobile fueling mission to top of a generator, light stand or reefer trailer; or a stationary fueling assignment where multiple deliveries occur at a single location. Macro shall maintain a record of each delivery, which will be captured in one of the following two methods:

Data Capture Method #1 - Electronic Data Capture

Macro can offer the County an exciting new technological breakthrough. Using a proprietary system, data elements from individual fuel deliveries can be captured using smart device hardware operating on Wi-Fi and cellular networks. Data fields include the GPS location, date and time, fuel type, gallons dispensed, a photo of the license plate (if applicable), a photo of the vehicle Agency name and unit #, and (if present) the name and signature of the personnel receiving fuel.

Standard Features and Benefits

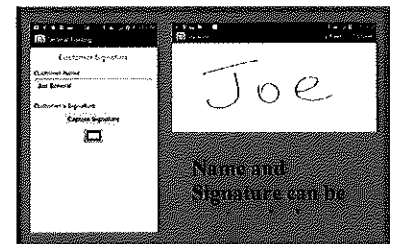
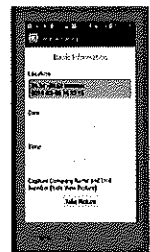
- CSV files for importing into Spreadsheet and Database software
- PDF documentation
- Simplifies post event accounting and expense allocation
- Capture and send later when Wi-Fi or cell service is unavailable
- Paperless “Green” Solution

Basic Data

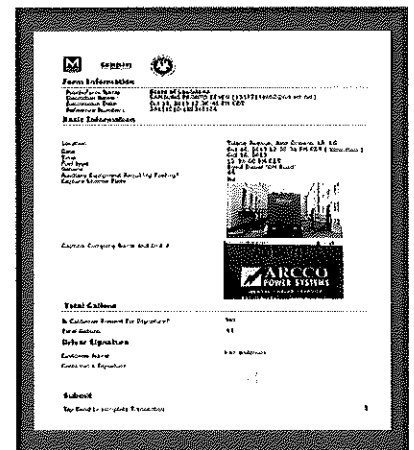
- Geo-location
- Date and Time
- Fuel type and Quantity
- Photo of vehicle, generator, storage tank, etc.
- Vehicle License Plate Number or Equipment Number
- Photo of License Plate or Equipment Number
- Employee Name (if present)
- Employee Signature (if present)

Optional Customer Defined Data Examples

- Magnetic card swipe (within limitations)
- Facility Name
- Equipment type
- Odometer reading



1. Date	2. Time	3. Location	4. Fuel Type	5. Gallons	6. License Plate	7. Delivery Name
3/2/2014	12:01:00	Staging Area 1	Diesel	15	888446	Unit 12345
3/2/2014	6:19:00	Staging Area 2	Unleaded	15	888446	Unit 12345
3/2/2014	12:16:00	Staging Area 2	Unleaded	15	888446	Unit 12345
3/2/2014	10:59:00	Staging Area 2	Unleaded	15	888446	Unit 12345
3/2/2014	10:46:00	Staging Area 2	Unleaded	15	888446	Unit 12345
3/2/2014	9:19:00	Staging Area 2	Unleaded	15	888446	Unit 12345
3/2/2014	8:19:00	Staging Area 2	Unleaded	15	888446	Unit 12345
3/2/2014	7:21:00	Staging Area 2	Unleaded	15	888446	Unit 12345



Data Capture Method #2 – Handwritten Tickets and Logs

Delivery data captured on paper which indicates the disaster name, location (staging site or physical location), vehicle/equipment description, license plate number (if applicable), unit number/equipment number (if applicable), fuel type, amount of fuel dispensed, agency name and person receiving fuel when possible.

For mobile fueling deliveries where the fuel truck moves around and dispenses fuel such a bulk delivery into a customer's above ground or below ground storage tank; topping of a generator, a light stand or reefer trailer, Macro uses the following Fuel Delivery Ticket

Emergency
FUEL MANAGEMENT
101 Millstone Road
Broussard, LA 70518
Ph: 1-800-737-3835
Fax: 337-839-5066

Fuel Delivery Ticket

118056



EMERGENCY CONTACT (800) 633-8253

Date _____ Time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Customer Name: _____
Location: Address _____
City _____ State _____
What was the fuel dispensed in to? (check and complete only one line)
<input type="checkbox"/> Generator: ID# _____ Make/Model _____ Kw _____
<input type="checkbox"/> Fuel Storage Tank: <input type="checkbox"/> Above Ground Tank <input type="checkbox"/> Below Ground Tank <input type="checkbox"/> Portable Tank
<input type="checkbox"/> Vehicle: License Plate _____ Vehicle Description _____ Unit # _____
<input type="checkbox"/> Reefer Trailer: Trailer # _____ License Plate _____
<input type="checkbox"/> Fuel Truck to Fuel Truck Transfer:
From Truck# _____ Company _____ To Truck# _____ Company _____
<input type="checkbox"/> Other: (fully describe) _____
What type of fuel was dispensed? (check only one fuel type)
<input type="checkbox"/> Clear (on-road) Diesel <input type="checkbox"/> Unleaded Gasoline <input type="checkbox"/> Red Dye (off-road) Diesel
<input type="checkbox"/> Jet-A <input type="checkbox"/> Premium Unleaded <input type="checkbox"/> Other: (describe) _____
How much fuel was dispensed? _____ GALLONS
Customer Signature (Was anyone available to sign for the fuel?) <input type="checkbox"/> No - there was no one available to sign
<input type="checkbox"/> Yes - Name (printed) _____ Signature _____
Fuel Truck Information: Fuel Truck Number _____
Name of person who dispensed fuel (Print) _____
Notes:

Equipment and Labor Invoice

The Equipment & Labor invoice will be generated and include information such as: name of the disaster, contract number, buyer's order number, commodity/service description, and individual types of equipment and labor with quantity used, pricing and extended pricing.

Supporting reports for the equipment & labor invoice include:

- Labor Worksheet – listing the vendor's employee(s) name, occupation, and days worked.
- Equipment Worksheet – Equipment Description with equipment number, rental start date and time, and rental end date and time.

Fuel Invoice

The fuel invoice will be generated and include information such as: name of the disaster, contract number, buyer's order number, commodity/service description, fuel types, gallon quantity, fuel pricing per gallon and extended pricing.

Supporting reports for the fuel invoice include:

- Fueling Summary By Site By Day – report indicates the type and number of gallons of fuel dispensed at each site per day. The buyer's order number or other reference number associated with the fuel dispensed is included on this report.

Other Types of Available Reports

Macro can and will provide copies of reports required for the County's procurement and accounting needs including fuel delivery tickets, bill of lading, meter tickets and any other necessary documentation. Additionally and when necessary, Macro can develop specific reports for the County to ensure that the County can apply for reimbursement from FEMA (when applicable). Macro will input all fuel delivery information into a spreadsheet for accounting purposes. Macro will maintain fuel logs and record critical data such as the date, time, location, quantity, fuel type and vehicle/equipment number that received the fuel.

Documentation of Fuel Deliveries

Each time fuel leaves the hose on a Macro truck and is dispensed for a customer it becomes "delivered". Therefore, every delivery must be documented in order for the fuel to be billable to the County. Whether the need is a bulk delivery into a customer's above ground or below ground storage tank, a mobile fueling mission to top of a generator, a light stand or reefer trailer, or a stationary fueling assignment where multiple deliveries occur at a single location. Macro shall maintain a record of each delivery, which will be captured in one of the following two methods:

Safety

Safety is our main focus at Macro Companies. We pride ourselves by consistently maintaining an industry low incident frequency rate. We have accomplished this by insuring all of our employees receive the best safety training industry has to offer. Macro Companies performs initial (new hire orientation), annual and ongoing safety training. Examples of our training include:

- Behavioral Based Safety Training
- Accident/Incident Investigation
- Hearing Protection
- Adverse Weather Safety
- Temperature Extremes
- PPE Selection/Usage
- Confined Space Training
- HazCom
- Management of Change
- Job Safety/Hazard Analysis
- Work Permits
- Fall Protection
- Process Safety Management
- First Aid and Bloodborne Pathogens
- Materials Handling/Equipment
- Ergonomics
- Industrial Hygiene (H2S, CO2, N2, Lead, Organic Solvents, Benzene, Lead, Asbestos, etc.)
- PEC Certified In House Instructor
- Safeland
- Safegulf
- Core Compliance
- Basic Safety Operation

Our front-line management staff and safety professionals follow up the comprehension and understanding of employee training by strenuous field safety audits. We believe by using “leading indicators” instead of “lagging results” we can continue to keep our people and our jobs safe.

(Note: Macro Companies DBA Macro Environmental Specialties, is listed in and in good standing in ISNetworld)

Mobile Fueling SPCC Plan

Macro has developed a Mobile Fueling Spill Prevention, Control and Countermeasure (SPCC) Plan that we use for our emergency fueling activities. Macro places a heavy emphasis on spill prevention by strategically, and when practical, placing fuel trucks within portable spill berms or placing small spill pads underneath hose connections/valves.

Additional Technical Information

- Macro's experienced logistics team will work to maximize fuel delivery efficiency based on the County's emergency fuel requirements.
- Macro's transport tankers and bobtail delivery equipment can dispense into aboveground fuel storage tanks or totes as required by the County.
- Macro will not invoice the County for fuel that is already owned or acquired by the County but may need to be moved for dispersal to distribution. Only the hourly/daily transportation rate shall apply.
- Macro's logistics team will stage necessary equipment in a pre-event "safe zone". Macro will work closely with the County to immediately deploy the ready assets to the affected areas.
- Macro's drivers are properly licensed and have completed the necessary HAZMAT certifications.
- Macro's fleet of trucks and trailers are equipped with spill response kits and fire extinguishers.
- Macro's personnel will report spills to the County and the appropriate authorities.
- Upon removal of its equipment, Macro will properly dispose of any garbage or used materials that it has generated. All used hazardous materials that are the responsibility of Macro shall be disposed of in accordance with all local, state and federal laws.
- Macro will maintain all safety records in accordance and compliance with OSHA and all other local and federal regulatory standards and conditions.
- Macro's corporate facility has backup generators for emergency power.
- Macro is available 24 hours per day/7 days per week/365 days per year for emergency response.

Communications

Macro has the following communications built into its emergency response plan:

- 24 hr. contact and back-up answering service
- 24 hr. contact via cell phone, e-mail, and text messaging or satellite phone.
- Macro can track its fleet via GPS
- Macro drivers can find a location with their onboard GPS
- Macro drivers/labor carry cell phones

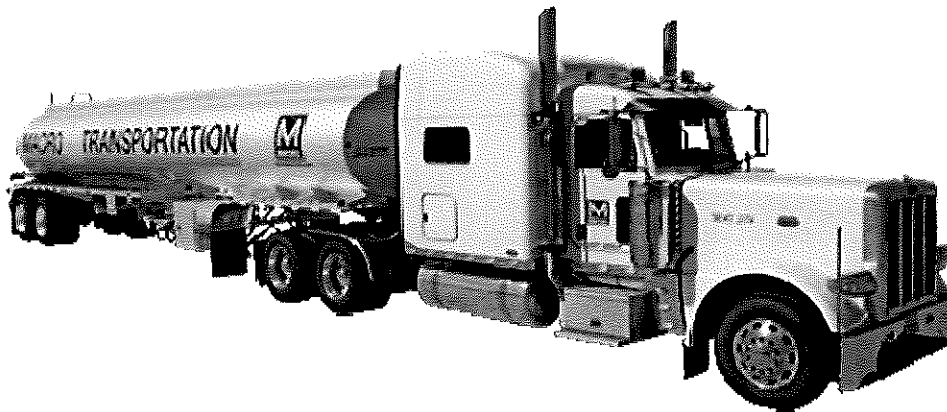
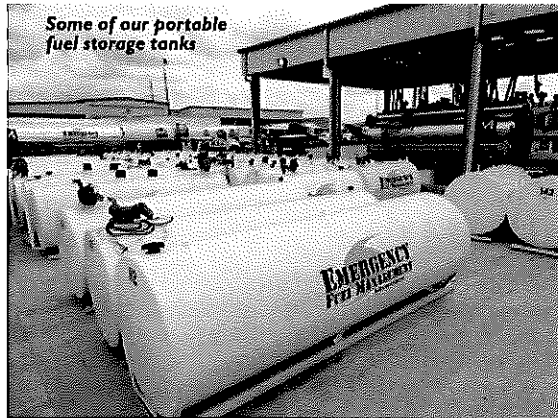
Logistics Services

Macro proposes offering the County its fuel logistics services.

- a. Experience & Expertise – Macro has been transporting and handling fuel and petroleum products since 1929. Macro Logistic personnel have a vast amount of experience in efficiently routing deliveries from refineries to customers.
- b. Equipment Sourcing – Should the need arise for additional fuel delivery equipment, fuel storage tanks, dispensing equipment or refrigerated trailers, Macro Logistics has alliances with several companies that can provide this equipment

Service Technician

Macro operates a petroleum equipment repair division which provides the highest quality petroleum dispensing repair service to convenience stores and commercial fuel operators. Macro sells, installs and repairs most makes/models of fuel dispensers, submerged pumps, hoses, nozzles, filters, aboveground fuel tanks and fuel dispenser parts. The petroleum equipment repair technicians support the Emergency Fuel Management division by ensuring that all dispensing equipment is operating properly.



In summary, Macro can provide the County with a constant fuel supply, fuel transportation, mobile vehicle refueling, personnel, deployment ready assets, logistics services and service technicians through a single source. Additionally, Macro owns the assets and is not dependent on subcontractors.

Fuel Pricing

Macro will invoice the County for fuel sold under this contract the wholesale or jobber cost (i.e. **actual cost**) to the County plus Macro's per gallon mark-up (as stated in the Fee Schedule). The wholesale cost shall be the actual rack price by brand, on the specific day that the fuel was loaded by truck at the refinery. Macro will retain copies of bills of lading and other pertinent documentation to support the wholesale cost paid by Macro. All applicable taxes shall be added to fuel costs.

At times, the wholesale cost to the County plus the markup will allow for a significant savings for the County when compared to the retail price. Macro will not invoice the County for fuel that is already owned or acquired by the County, but may need to be moved for dispersal or distribution. Only the daily truck rental rate shall apply.

Further explanation of pricing:

1. Macro receives the wholesale rack price from its suppliers (i.e. Shell/Motiva, Placid, Valero, etc.) by city, by brand, by day and by fuel grade. Each supplier sends their wholesale rack pricing to Macro electronically via DTN or e-mail.
2. When fuel is loaded at the refinery, a Bill of Lading (BOL) or Product Transfer Document (PTD) is generated for that specific load of fuel. The BOL/PTD will identify the terminal location, date/time, fuel grade, quantity and supplier. Upon delivery, the receiver of fuel shall sign a Macro delivery ticket and will get a copy of the corresponding BOL/PTD.
3. Jobber cost is defined as the cost for fuel from a licensed and bonded fuel distributor.
4. Macro will retain and provide copies of the following to the County along with the invoice:
 - a. Invoice from supplier
 - b. BOL/PTD
 - c. Delivery Ticket
 - d. Copy of the daily wholesale price, as provide by supplier

Taxes

Applicable excise taxes and applicable environmental fees (such as Superfund tax, inspection fees, Leaking Underground Storage Tank (LUST), Oil Spill Liability Trust Fund etc.), shall be billed as separate items.

Upon receipt of the proper tax exemption forms, Macro can exempt the County's Gasoline and Highway Diesel fuel purchases from the Federal Excise tax, as well State Sales tax on consumable items and Non-Highway (Off-Road) Diesel fuel purchases.

Fee Schedule

<u>Item/Equipment</u>	<u>Description</u>	<u>Rental/Labor Rate</u>
Portable Fuel Storage Tank	Various sizes ranging from 550 gallons to 6,000 gallons	\$140.00 per day
12 Volt or 110 V Fuel Pump	Fuel Pump w/hose & nozzle for portable fuel tank	\$30.00 per day
Portable Tank Delivery/Pickup	Delivery/Pickup Charge for portable tank, frac tank, mini-mobile fueling station, command center or portable housing	\$150.00 per hour
Portable Tank Cleanout Fee	Cleanout of portable tank if required	\$400.00 each
Portable berm	Spill containment berm	\$55.00 per day
Bobtail Fuel Truck w/Driver	Bobtail Fuel Truck with Driver - Approximate capacity 3,500 gallons	\$4,800.00 per day
Transport Fuel Truck (Tanker) w/Driver	Transport Fuel Truck with Driver- Approximate capacity 8,500 gallons	\$4,800.00 per day
Subcontractor Fuel Truck	Non-owned subcontracted fuel truck (Bobtail, Tanker or Mobile Fueling Trailer)	\$5,640.00 per day
Mobile Fueling Trailer w/Tractor & Driver	Rapid Response customized fuel tanker trailer with 9,000 gallon capacity and up to 8 vehicle refueling positions. (Driver & tractor truck included)	\$4,800.00 per day
Military Grade Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver- Approximate capacity 1,000 gallons	\$4,800.00 per day
HEMTT Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver - Approximate capacity 2,000 gallons	\$4,800.00 per day
Military Grade Humvee w/fuel tank & Driver	High water/All terrain capable fuel truck with Driver - Approximate capacity 300 gallons	\$3,600.00 per day
Mini-Mobile Fueling Station	1,550 Gallon approx. capacity, multi-tank fueling trailer with high volume pumps.	\$2,640.00 per day
Frac Tank (Single Wall)	20,000 gallon frac tank	\$400.00 per day
Frac Tank (Dual Wall)	16,100 gallon frac tank	\$550.00 per day
Portable Housing	Camper or bunk trailer for drivers and labor	\$600.00 per day
Portable Command Center	Trailer or Motorhome with communication equipment for logistics coordinator and technician	\$900.00 per day
Logistics Manager or Technician	Fuel logistics coordinator or technician to repair equipment	\$2,520.00 per day
Labor/Attendant	Man to operate fuel station or re-fuel vehicles	\$1,920.00 per day
Lodging & Per Diem	Lodging & per diem for meals per day per man	<i>Included in the daily rate</i>
Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request.		
<u>Item/Equipment</u>	<u>Description</u>	<u>Purchase Price</u>
Fuel	Gasoline/Diesel/Aviation Fuel	Cost + \$0.20/gal

Payment Terms are Net 30 days

Rental and Labor Rates begin upon customer notification of activation and end upon the return of the equipment or labor to its point of origin.

Effective April 2018

Proposed language change

In the event that Macro is awarded the Emergency Fuel Services contract with Okaloosa County, Macro proposes the following change to the "Draft Contract"

Currently reads:

XVI. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

Proposed change to:

XVI. Subcontracting

In the event that Contractor-owned (Macro-owned) assets are not available due to emergency conditions Contractor will provide suitable subcontractors to perform until Contractor-owned assets become available. All subcontractors shall meet the requirements required of Contractor.

Standard Contract Clauses

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - a. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar

days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - a. Enrollment in the E-Verify program; or
 - b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph €(appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

- i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- ii. Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.